

This Policy is issued by the stock insurance company listed above (herein “Insurer”).

DECLARATIONS

EACH OF THE COVERAGE SECTIONS OF THIS POLICY (EMPLOYMENT PRACTICES, DIRECTORS & OFFICERS AND COMPANY, FIDUCIARY, TECHNOLOGY, MEDIA AND PROFESSIONAL SERVICES AND MISCELLANEOUS PROFESSIONALSERVICES, WHICHEVER ARE APPLICABLE) IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS. EXCEPT AS OTHERWISE PROVIDED, THESE COVERAGE SECTIONS COVER ONLY ANY CLAIM FIRST MADE AND REPORTED AGAINST THE INSURED DURING THE POLICY PERIOD. THE CRIME COVERAGE SECTION, IF APPLICABLE, APPLIES ONLY TO LOSS OCCURRING DURING THE POLICY PERIOD.

Policy Number:

Item A. Parent Company:
Principal Address:

Item B. Policy Period: _____ to _____
12:01 a.m. Standard Time at the Principal Address Stated in Item A.

Item C. Coverage Section Description(s):

Employment Practices

- a) Limit of Liability \$ _____ in the aggregate for this Coverage Section
- b) Retention \$ _____ each **Claim** for all **Insured Persons**
- \$ _____ each **Claim** for the **Company**
- c) Continuity Date

Directors & Officers and Company

- a) Limit of Liability \$ _____ in the aggregate for this Coverage Section
- b) Retention \$ _____ each **Claim** all **Directors and Officers** under
 \$ _____ Insuring Clause 1.
 \$ _____ each **Claim** under Insuring Clause 2.
 \$ _____ each **Claim** under Insuring Clause 3.
- c) Continuity Date

Fiduciary

- a) Limit of Liability \$ _____ in the aggregate for this Coverage Section
- b) Retention \$ _____ each **Claim** all **Insured Persons**
- \$ _____ each **Claim** for all **Insureds** other than **Insured Persons**
- c) Continuity Date

Crime

Employee Benefit Plan Coverage Yes____ No____

- a) Limit of Liability \$ _____ in the aggregate for this Coverage Section
- b) Deductible \$ _____ each **Claim**
- \$ _____ each **Claim** for Employees Benefit Plan Coverage

Technology, Media and Professional Services

- a) Limit of Liability \$ _____ each claim / in the aggregate for this Coverage Section
- b) Retention \$ _____ each **Claim**
- c) Retroactive Date
- d) Continuity Date

Miscellaneous Professional Services

- a) Limit of Liability \$ _____ in the aggregate for this Coverage Section
- b) Retention \$ _____ each **Claim**
- c) Continuity Date

Item D. Premium: \$ _____

Item E. 1. Premium for **Discovery Period**: _____% of the total premium, as provided Clause H.1. of the General Terms and Conditions.

2. Length of **Discovery Period**: 365 Days


Item F. Insured Percentage: 100% of **Loss** in excess of any applicable retention.

Item G. Notification under the Policy shall be given to:

ACE Professional Risk Claims
140 Broadway, 40th Floor
New York, NY 10005

Item H. Form Numbers of Endorsements Attached at Policy Issuance:

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary and countersigned by a duly authorized representative of the Insurer.


Dennis B. Reding, President


GEORGE D. MULLIGAN, Secretary

DATE: _____

AUTHORIZED REPRESENTATIVE

GENERAL TERMS AND CONDITIONS

A. SEVERABILITY OF GENERAL TERMS AND CONDITIONS

Except for the General Terms and Conditions below or unless stated to the contrary in any Coverage Section, the terms and conditions of each Coverage Section apply only to that Coverage Section and shall not be construed to apply to any other Coverage Section.

B. DEFINITIONS

The following terms, whenever used in this Policy (including each Coverage Section) in boldface type, shall have the meanings indicated.

1. **Application** means:
 - a) the application for this Policy or any policy of which this Policy is a renewal, and
 - b) any materials submitted therewith, which shall be retained on file by Insurer and shall be deemed attached hereto, as if physically attached hereto.
2. **Company** means:
 - a) the **Parent Company**, and
 - b) any **Subsidiary**.
3. **Takeover** means:
 - a) the acquisition by any person or entity of more than 50% of the outstanding securities of the **Parent Company** representing the present right to vote for the election of directors,
 - b) the merger of the **Parent Company** into another entity such that the **Parent Company** is not the surviving entity, and
 - c) the **Parent Company** ceasing to be publicly-held.
4. **Discovery Period** means the period described in Item E.2. of the Declarations and Clause H. below.
5. **Parent Company** means the entity named in Item A. of the Declarations.
6. **Policy Period** means the period from the effective date and hour of the inception of this Policy to the Policy expiration date and hour as set forth in Item B. of the Declarations, or its earlier cancellation date and hour, if any, or the end of the **Discovery Period**, if purchased.
7. **Subsidiary** means any entity while more than 50% of the outstanding securities representing the present right to vote for the election of such entity's directors or managers are owned by the **Parent Company**, directly or indirectly, if such entity:
 - a) was so owned prior to the inception date of this Policy and was insured under a policy issued by Insurer of which this Policy is a renewal,
 - b) was so owned on the inception date of this Policy, or
 - c) becomes so owned after the inception date of this Policy.

Other definitions particular to each Coverage Section are contained in the separate Definitions Clause in each Coverage Section.

C. LIMITS OF LIABILITY AND RETENTIONS

The Limits of Liability and Retentions for each Coverage Section are separate Limits of Liability and Retentions pertaining to the Coverage Section for which they are shown. The application of a retention to **Loss** under one Coverage Section shall not reduce the retention under any other Coverage Section, and no reduction in the Limit of Liability applicable to one Coverage Section shall reduce the Limit of Liability under any other Coverage Section.

In the event that any **Claim** or more than one **Claim** arising from **Interrelated Wrongful Acts** shall be covered, in whole or in part, under two or more Insuring Clauses or more than one Coverage Section, the total applicable Retention shall not exceed the single largest applicable Retention. Such largest applicable Retention shall apply only once to such **Claim**.

D. WARRANTY CLAUSE

It is warranted that the particulars and statements contained in the **Application**, a copy of which is attached hereto, are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy and of each Coverage Section.

By acceptance of this Policy, the **Insureds** agree:

1. that the statements in the **Application** are their representations, that they shall be deemed material to the acceptance of the risk or the hazard assumed by Insurer under this Policy and that this Policy and each Coverage Section are issued in reliance upon the truth of such representations,
2. that in the event the **Application** contains misrepresentations made with the actual intent to deceive, or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by Insurer under this Policy, this Policy and each and all Coverage Sections shall be void and of no effect whatsoever with respect to any of the **Insureds** who had actual knowledge of such misrepresentations, and
3. that this Policy and each Coverage Section shall be deemed to be a single unitary contract and not a severable contract of insurance or a series of individual contracts with each or all of the **Insureds**.

E. CANCELLATION CLAUSE

1. By acceptance of this Policy, the **Insureds** hereby confer the exclusive power and authority to cancel this Policy on their behalf to the **Parent Company**. Such entity may cancel this Policy by surrender thereof to Insurer, or by mailing to Insurer written notice stating when thereafter cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.
2. This Policy may only be cancelled by Insurer for nonpayment of premium by mailing to the **Parent Company** written notice stating when, not less than 10 days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by Insurer shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then such period shall be amended to afford the minimum notice period permitted there under.
3. If this Policy is cancelled, Insurer shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by Insurer shall not be a condition precedent to the effectiveness of cancellation.

F. SPOUSAL EXTENSION

Insurer agrees to extend coverage under each Coverage Section to all persons who were, now are, or shall be the lawful spouse of any natural person who is one of the **Insureds** solely to the extent such spouse is the subject of any **Claim** because of marriage to any such natural person **Insured**.

G. COMPANY AUTHORIZATION CLAUSE

By acceptance of this Policy, the **Insureds** agree that the **Parent Company** will act on their behalf with respect to the giving of all notice to Insurer, the receiving of notice from Insurer, the payment of the premium and the receipt of any return premium.

H. DISCOVERY PERIOD

1. If this Policy is cancelled pursuant to Clause E.1. or if Insurer refuses to renew this Policy for reasons other than non-payment of premium or noncompliance with the terms and conditions of this Policy or if the **Parent Company** elects not to renew this Policy, then the **Parent Company** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item E.1 of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during the period of time set forth in Item E.2 of the Declarations after the effective date of such cancellation or, in the event of such refusal to renew, after the Policy expiration date, but only with respect to any **Wrongful Act** committed before such date.
2. The quotation of a different premium, retention or limit of liability for renewal does not constitute a cancellation or refusal to renew for the purposes of this Clause.
3. As a condition precedent to the right to purchase the **Discovery Period**, the total premium for the Policy must have been paid. The right to purchase the **Discovery Period** shall terminate unless written notice, together with full payment of the premium for the **Discovery Period**, is received by Insurer within 30 days after the effective date of cancellation, or, in the event of a refusal to renew, within 30 days after the Policy expiration date. If such notice and premium payment is not so given to Insurer, there shall be no right to purchase the **Discovery Period**.
4. In the event of the purchase of the **Discovery Period**, the entire premium therefore shall be deemed earned at its commencement.
5. The exercise of the **Discovery Period** shall not in any way increase the limit of Insurer's liability under any Coverage Section.

I. RUN-OFF COVERAGE

In the event of a **Takeover**:

1. The **Parent Company** shall have the right, upon payment of an additional premium calculated at 125% of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during the period of six calendar years after the effective date of the **Takeover**, but only with respect to any **Wrongful Act** committed before such date; provided, however, that the additional premium shall be reduced by the amount of the unearned premium from the date of the **Takeover** through the expiration date set forth in Item B. of the Declarations.
2. If this extension of coverage is elected and purchased then:
 - a) Clause E., above, is deleted in its entirety, and
 - b) Clause H., above, is deleted in its entirety, and
 - c) the maximum aggregate Limit of Liability of Insurer under this Policy for this extension of coverage shall be an amount twice that shown in Item C. of the Declarations for each Coverage Section. The maximum aggregate Limit of Liability of Insurer in connection with any one **Claim** shall be the amount shown in Item C. of the Declarations relating to that Coverage Section and subject to the Limit of Liability and Retentions Clause of each Coverage Section.

J. ALLOCATION

In the event any of the **Insureds** in a **Claim** incur both **Loss** that is covered by the Policy and also loss, which is not covered by this Policy, either because such **Claim** includes both covered and uncovered matters or because such **Claim** is made against both covered and uncovered parties, then coverage will be allocated as follows:

1. 100% of **Costs, Charges and Expenses** incurred by such **Insureds** on account of such **Claim** will be allocated as covered **Loss**, and
2. any remaining loss incurred by such **Insureds** on account of such **Claim** will be allocated by the parties between covered **Loss** and uncovered loss using all reasonable efforts based upon the legal liabilities of each of the parties to such matters.

K. ARBITRATION

Any dispute between the **Insureds** and Insurer arising in connection with or relating to this Policy shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") then in effect, except that the arbitration panel shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by Insurer, and a third independent arbitrator selected by the first two arbitrators.

L. SETTLEMENTS AND DEFENSE

1. No settlement shall be made or negotiated and no **Costs, Charges and Expenses** shall be incurred without Insurer's consent, such consent not to be unreasonably withheld. Insurer shall have the right to investigate and settle any **Claim**; provided however, no settlement shall be made without the consent of the **Parent Company**, such consent not to be unreasonably withheld.
2. Insurer shall have the right and duty to defend any **Claim** and such right and duty shall exist even if any of the allegations are groundless, false or fraudulent. The **Parent Company** shall have the right to assume the duty to defend any **Claim** provided Insurer consent in writing to such assumption. **Costs, Charges and Expenses** incurred by Insurer, or by the **Insureds** when defending or investigating with the written consent of Insurer, shall be paid by Insurer as a part of, and not in addition to, Insurer's Limit of Liability set forth in Item C. of the Declarations for the applicable Coverage Section.

M. ASSISTANCE, COOPERATION AND SUBROGATION

The **Insureds** agree to provide Insurer with such information, assistance and cooperation as Insurer reasonably may request, and they further agree that they shall not take any action which in any way increases Insurer's exposure under this Policy.

In the event of any payments under this Policy, Insurer shall be subrogated to the **Insureds'** rights of recovery therefore against any person or entity. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as necessary to enable Insurer effectively to bring suit in their name, and shall provide all other assistance and cooperation which Insurer may reasonably require.

N. ASSIGNMENTS AND ACTIONS AGAINST INSURER

No action shall lie against Insurer unless, as a condition precedent thereto, the **Insureds** shall have fully complied with all of the terms of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been fully and finally determined either by judgment against them or by written agreement between them, the claimant and Insurer. Nothing contained herein shall give any person or Company any right to join Insurer as a party to any **Claim** against the **Insureds** to determine their liability, nor shall Insurer be impleaded by the **Insureds** or their legal representative in any **Claim**. Assignment of interest under this Policy shall not bind Insurer unless their consent is endorsed hereon.

O. ENTIRE AGREEMENT

By acceptance of this Policy, the **Insureds** agree that this Policy embodies all agreements existing between them and Insurer or any of their agents relating to this insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of Insurer shall not effect a waiver or a change in any part of this Policy or estop Insurer from asserting any right under the terms of this Policy, nor shall the terms be deemed waived or changed except by written endorsement or rider issued by Insurer to form part of this Policy.

P. SERVICE OF SUIT

It is agreed that in the event of the failure of Insurer to pay any amount claimed to be due hereunder, Insurer, at the request of any person or entity insured hereunder, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction. Nothing in this Clause constitutes or should be deemed to constitute a waiver of Insurer's right to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court, as permitted by the laws of the United States or of any state, territory, or district in the United States. It is further agreed that service of process in such suit may be made upon ACE Professional Risk Claims, 140 Broadway, 40th Floor, New York, NY 10005 and that in such suit instituted against any one of them upon this Policy, Insurer will abide by the final decision of such court or of any appellate court in the event of an appeal.

The above-named party is authorized and directed to accept service on behalf of Insurer in any such suit upon the request of any person or entity to enter a general appearance on behalf of Insurer in the event such a suit shall be instituted.

Further, pursuant to the applicable statute of any state, territory or district of the United States, Insurer shall designate the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute or any successor in office, as Insurer's true and lawful attorney, upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of any person or entity insured hereunder or any beneficiary hereunder arising out of this Policy, and hereby designate ACE Professional Risk Claims, 140 Broadway, 40th Floor, New York, NY 10005 as the party to whom such officer is authorized to mail such process.

EMPLOYMENT PRACTICES COVERAGE SECTION

In consideration of the payment of premium, in reliance on the statements in the **Application** and subject to all of the provisions of the Policy and this Coverage Section, Insurer and the **Insureds** agree as follows.

A. **INSURING CLAUSE**

Insurer shall pay on behalf of the **Insureds Loss** resulting from any **Claim** first made during the **Policy Period** for a **Wrongful Act**.

B. **DEFINITIONS**

The following terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated. Other terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated in Clause B. of the General Terms and Conditions section of this Policy.

1. **Insureds** means the **Company** and any **Insured Persons**.
2. **Insured Persons** means all persons who were, now are or shall be:
 - a) the directors and officers of the **Company**,
 - b) any **Employees**, and
 - c) the functional equivalent of directors, officers and **Employees** in the event the **Company** is incorporated or domiciled outside the United States, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
3. **Benefits** means perquisites, fringe benefits, and payments in connection with an employee benefit plan and other payment, other than salary or wages, to or for the benefit of an employee arising out of the employment relationship.
4. **Claim** means:
 - a) any written or oral demand for damages or other relief against any of the **Insureds**, and
 - b) any judicial, administrative or arbitration proceeding initiated against any of the **Insureds** in which they may be subjected to a binding adjudication of liability for damages or other relief, including:
 - (i) any proceeding before the Equal Employment Opportunity Commission or any similar federal, state or local governmental body, and
 - (ii) any appeal therefrom.

brought by or on behalf of an **Employee**.
5. **Continuity Date** means the date set forth in Item C. of the Declarations relating to this Coverage Section.
6. **Costs, Charges and Expenses** means reasonable and necessary legal fees and expenses incurred by any of the **Insureds** in defense of any **Claim** and cost of attachment or similar bonds, but shall not include:
 - a) salaries, wages, overhead or benefit expenses associated with officers or employees of the **Company**, or
 - b) any amounts incurred in defense of any **Claim** for which any other Insurer has a duty to defend.
7. **Employees** means all persons who were, now are or shall be:
 - a) employees of the **Company**, including voluntary, seasonal and temporary employees,
 - b) any individuals applying for employment with the **Company**, and
 - c) any individuals who are leased or are contracted to perform work for the **Company**, or are independent contractors for the **Company**, but only if such individuals perform work or services solely for or on behalf of the **Company**.
8. **Interrelated Wrongful Acts** means more than one **Wrongful Act** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.
9. **Loss** means damages, settlements, including front pay and back pay, and **Costs, Charges and Expenses** incurred by any of the **Insureds**, but shall not include:
 - a) taxes, criminal or civil fines or penalties imposed by law, or
 - b) matters deemed uninsurable under the law pursuant to which this Policy shall be construed, or
 - c) punitive or exemplary damages, except to the extent such damages are insurable under the law pursuant to which this Policy shall be construed or the law of the jurisdiction in which such damages are awarded, whichever legal venue is most favorable for the **Insureds** in deciding the insurability of such damages, or
 - d) non-monetary relief, or
 - e) amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract, or

- f) disability, social security, workers compensation, medical insurance, retirement or pension benefits, or settlement amounts representing benefit payments, or
 - g) the costs to modify or adapt any building or property to be more accessible or accommodating to any disabled person, or
 - h) the cost of instituting or conducting any program, procedure, or training, or
 - i) the cost of instating or reinstating employment.
10. **Retaliation** means any actual or alleged response of any of the **Insureds** to:
- a) the disclosure or threat of disclosure by an **Employee** to a superior or to any governmental agency of any act by any of the **Insureds** where such act is alleged to be a violation of any federal, state local or foreign law, whether common or statutory, or any rule or regulation promulgated thereunder, or
 - b) the actual or attempted exercise by an **Employee** of any right that such **Employee** has under law, including rights under any worker's compensation law, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights, or
 - c) the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistleblower" law, or
 - d) any **Employee** work stoppage or slowdown.
11. **Wrongful Act** means any actual or alleged:
- a) violation of any federal, state, local or common law, prohibiting any kind of employment-related discrimination, or
 - b) harassment, including any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment and including workplace harassment by any non-employee, or
 - c) abusive or hostile work environment, or
 - d) wrongful discharge or termination of employment, whether actual or constructive, or
 - e) breach of an actual or implied employment contract, or
 - f) wrongful failure or refusal to hire or promote, or wrongful demotion, or
 - g) wrongful failure or refusal to provide equal treatment or opportunities, or
 - h) defamation, libel, slander, disparagement, false imprisonment, misrepresentation, malicious prosecution, or invasion of privacy, or
 - i) wrongful failure or refusal to adopt or enforce adequate workplace or employment practices, policies or procedures, or
 - j) wrongful, excessive or unfair discipline, or
 - k) wrongful infliction or emotional distress, mental anguish, or humiliation, or
 - l) **Retaliation**, or
 - m) negligent hiring or negligent supervision of others in connection with a) through l) above, but only if employment related and claimed by or on behalf of any **Employee** and only if committed or allegedly committed by any of the **Insureds** in their capacity as such.

C. EXCLUSIONS

Insurer shall not be liable to make any payment under this Coverage Section in connection with any **Claim**:

1. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a) any **Wrongful Act** or any fact, circumstance or situation which has been the subject to any notice given prior to the **Policy Period** under any other similar insurance policy, or
 - b) any other **Wrongful Act**, whenever occurring, which, together with a **Wrongful Act** which has been the subject of such prior notice, would constitute **Interrelated Wrongful Acts**;
2. to the extent it is insured under any other existing valid policy, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any **Loss** in connection with such **Claim** is collectible or recoverable under such other policy; provided, however, this exclusion shall not apply to the amount of **Loss** which is in excess of the amount of any deductible and the limit of liability of such other policy where such **Claim** is otherwise covered by this Coverage Section;
3. for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory or common law; provided, however, this exclusion does not apply to any such **Claim** alleging violations of the Equal Pay Act, or for **Retaliation**;
4. brought about or contributed to by any dishonest, fraudulent or criminal act or omission as determined by a judgment or other final adjudication; .
5. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged obligation of any of the **Insureds** pursuant to any workers compensation, unemployment insurance, social security, disability benefits or similar law; provided, however, this exclusion shall not apply to any such **Claim** for **Retaliation**;

6. against any **Subsidiary** or any of the **Insured Persons** of a **Subsidiary** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a) any **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or subsequent to the date such entity ceased to be a **Subsidiary**, or
 - b) any **Wrongful Act** occurring while such entity was a **Subsidiary** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** would constitute **Interrelated Wrongful Acts**;
7. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act** actually or allegedly committed subsequent to a **Takeover**;
8. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a) any prior and/or pending litigation or administrative proceeding, demand letter or formal or informal governmental investigation or inquiry including any investigation by the Department of Labor or the Equal Employment Opportunity Commission as of the **Continuity Date**, or
 - b) any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative proceeding, demand letter or formal or informal governmental investigation or inquiry including any investigation by the Department of Labor or the Equal Employment Opportunity Commission;
9. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act** which any of the **Insured Persons** who were, now are, or shall be directors, officers, managers or supervisory employees, had knowledge of prior to the **Continuity Date** where such **Insured Persons** had reason to believe at the time that such known **Wrongful Act** could reasonably be expected to give rise to such **Claim**; or
10. for that portion of **Loss** which is covered under any other Coverage Section of this Policy.

No **Wrongful Act** of one or more **Insureds** shall be imputed to any other **Insureds** for the purpose of determining the applicability of the above Exclusions.

D. LIMIT OF LIABILITY AND RETENTIONS

1. Insurer shall be liable to pay the percentage of **Loss** set forth in Item F. of the Declarations relating to this coverage section in excess of the amount of the Retention up to the Limit of Liability under this Coverage Section, it being warranted that the remaining percentage of **Loss** shall be uninsured. In the event a **Claim** is made against both the **Company** and any of the **Insured Persons**, the largest retention identified in Item C. of the Declarations for this Coverage Section shall apply.
2. The amount shown in Item C. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of Insurer under this Coverage Section.
3. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times:
 - a) the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made, or
 - b) the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause E.2., below.
4. Payments of **Loss** by Insurer shall reduce the Limit of Liability under this Coverage Section.
5. Insurer shall pay **Costs, Charges and Expenses** no more than once every 90 days.

E. NOTIFICATION

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give to Insurer notice in writing of any written **Claim** as soon as practicable but in no event later than sixty (60) days after such **Claim** is first made.
2. If, during the **Policy Period** or the **Discovery Period**, any of the **Insureds** first becomes aware of a specific **Wrongful Act** and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, given written notice to Insurer as soon as practicable of:
 - a) the specific **Wrongful Act**, and
 - b) the consequences which have resulted or may result therefrom, and
 - c) the circumstances by which the **Insureds** first become aware thereof,

then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was first given to Insurer.
3. Notice to Insurer shall be given to the firm shown under Item G. of the Declarations for this Policy.

**DIRECTORS & OFFICERS AND COMPANY
COVERAGE SECTION**

In consideration of the payment of premium, in reliance on the statements in the **Application** and subject to all of the provisions of the Policy and this Coverage Section, Insurer and the **Insureds** agree as follows.

A. INSURING CLAUSES

1. Insurer shall pay on behalf of the **Directors and Officers Loss** resulting from any **Claim** first made against the **Directors and Officers** during the **Policy Period** for a **Wrongful Act**.
2. Insurer shall pay on behalf of the **Company Loss**, which the **Company** is required or permitted to pay as indemnification to any of the **Directors and Officers** resulting from any **Claim** first made against the **Directors and Officers** during the **Policy Period** for a **Wrongful Act**.
3. Insurer shall pay on behalf of the **Company Loss** resulting from any **Claim** first made against the **Company** during the **Policy Period** for a **Wrongful Act**.

B. DEFINITIONS

The following terms whenever used in this Coverage Section in boldface type, shall have the meaning indicated. Other terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated in Clause B. of the General Terms and Conditions section of this Policy.

1. **Insureds** mean the **Company** and the **Directors and Officers**.
2. **Claim** means:
 - a) any written or oral demand for damages or other relief against any of the **Insureds**, and
 - b) any judicial, administrative or arbitration proceeding initiated against any of the **Insureds** in which they may be subjected to a binding adjudication of liability for damages or other relief, including any appeal therefrom.
3. **Continuity Date** means the date set forth in Item C. of the Declarations relating to this Coverage Section.
4. **Costs, Charges and Expenses** means reasonable and necessary legal fees and expenses incurred by any of the **Insureds** in defense of any **Claim** and cost of attachment or similar bonds, but shall not include:
 - a) salaries, wages, overhead or benefit expenses associated with officers or employees of the **Company**, or
 - b) any amounts incurred in defense of any **Claim** for which any other Insurer has a duty to defend.
5. **Directors and Officers** means all persons who were, now are, or shall be:
 - a) directors, officers or employees of the **Company**, and
 - b) the functional equivalent to directors or officers of the **Company** in the event the **Company** is incorporated or domiciled outside the United States, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
6. **Interrelated Wrongful Acts** means more than one **Wrongful Act** which have as a common nexus any fact, circumstance, situation, event or transaction or series of facts, circumstances, situations, events or transactions.
7. **Loss** means damages, settlements and **Costs, Charges and Expenses** incurred by any of the **Directors and Officers** under Insuring Clauses 1. or 2., and the **Company** under Insuring Clause 3., but shall not include:
 - a) that portion of any multiplied damages awarded which exceeds the amount multiplied,
 - b) taxes, criminal or civil fines or penalties imposed by law, or
 - c) matters deemed uninsurable under the law pursuant to which this Policy shall be construed, or
 - d) punitive or exemplary damages, except to the extent such damages are insurable under the law pursuant to which this Policy shall be construed or the law of the jurisdiction in which such damages are awarded, whichever legal venue is most favorable for the **Insureds** in deciding the insurability for such damages, or
 - e) the costs to modify or adapt any building or property to be more accessible or accommodating to any disabled person, or
 - f) any amounts owed or paid to one or more securities holders of the **Company** under any written or express contract or agreement.
8. **Outside Entity** means:
 - a) any non-profit company which is exempt from taxation under the Internal Revenue Code (as amended), and
 - b) any for-profit company specifically identified by endorsement to this Policy.

9. **Wrongful Act** means any actual or alleged error, omission, misleading statement, neglect, breach of duty or act by:
- a) any of the **Directors and Officers**, while acting in their capacity as:
 - (i) a director, officer or employee of the **Company** or the functional equivalent to a director or officer of the **Company** in the event the **Company** is incorporated or domiciled outside the United States; and
 - (ii) a director, officer, trustee, governor, executive director or similar position of any **Outside Entity** where such service is with the knowledge and consent of the **Company**; and
 - b) with respect to Insuring Clause 3. of this Coverage Section only, the **Company**.

C. **EXCLUSIONS**

1. Insurer shall not be liable to make any payment under this Coverage Section in connection with any **Claim**:
- a) for actual or alleged libel, slander, defamation, bodily injury, sickness, disease, death, false arrest, false imprisonment, assault, battery, mental anguish, emotional distress, invasion of privacy, or damage to or destruction of tangible property, including loss of use thereof;
 - b) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any **Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given prior to the **Policy Period** under any other similar insurance policy, or
 - (ii) any other **Wrongful Act**, whenever occurring, which together with a **Wrongful Act** which has been the subject of such prior notice, would constitute **Interrelated Wrongful Acts**;
 - c) to the extent it is insured under any other existing valid policy, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any **Loss** in connection with such **Claim** is collectible or recoverable under such other policy; provided, however, this exclusion shall not apply to the amount of **Loss** which is in excess of the amount of any deductible and the limit of liability of such other policy where such **Claim** is otherwise covered by this Coverage Section;
 - d) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving actual or alleged seepage, pollution or contamination of any kind; provided, however, this exclusion shall not apply to any **Claim** brought directly, derivatively or otherwise by one or more securities holders of the **Company**;
 - e) for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory or common law;
 - f) by, on behalf of, or at the direction of any of the **Insureds**, except and to the extent such **Claim**:
 - (i) is brought derivatively by a security holder of the **Company** who, when such **Claim** is first made, is acting independently of all of the **Insureds**,
 - (ii) is brought by any of the **Insureds** in the form of a cross-claim, third party claim or other proceeding for contribution or indemnity which is part of and results directly from a **Claim** not otherwise excluded by the terms of this Coverage Section, or
 - (iii) is brought by an employee of the **Company** who is not or was not a director or officer of the **Company** and where such **Claim** is brought by such employee only in their capacity as a security holder of the **Company**;
 - g) brought about or contributed to by:
 - (i) any dishonest, fraudulent or criminal act or omission by any of the **Insureds**, or
 - (ii) any personal profit by any of the **Directors and Officers** to which they were not legally entitled,
 as determined by a judgment or other final adjudication;
 - h) for the return by any of the **Directors and Officers** of any remuneration paid to them without the previous approval of the appropriate governing body of the **Company** or **Outside Entity**, which payment without such previous approval shall be held by a court to be in violation of law;
 - i) against any of the **Directors and Officers** of any **Subsidiary** or against any **Subsidiary** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or subsequent to the date such entity ceased to be a **Subsidiary**, or
 - (ii) any **Wrongful Act** occurring while such entity was a **Subsidiary** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary**, would constitute **Interrelated Wrongful Acts**;
 - j) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** actually or allegedly committed subsequent to a **Takeover**;
 - k) to the extent such **Claim** is based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the service of any of the **Directors and Officers** in any position or capacity in any entity other than the **Company**; provided, however, that this exclusion shall not apply to **Loss** resulting from any such **Claim** to the extent that:
 - (i) such **Claim** is based on the service of any of the **Directors and Officers** as a director, officer, trustee, governor, executive director or similar position of any **Outside Entity** where such service is with the knowledge and consent of the **Company**, and

- (ii) such **Outside Entity** is not permitted or required by law to provide indemnification to such **Directors and Officers**, and
 - (iii) such **Loss** is not covered by insurance provided by any of the **Outside Entity's** Insurer;
- l) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
- (i) any prior and/or pending litigation as of the **Continuity Date**, or
 - (ii) any fact, circumstance, situation, transaction or event underlying or alleged in such litigation,
- regardless of the legal theory upon which such **Claim** is predicated;
- m) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act** which any of the **Insureds** had knowledge of prior to the **Continuity Date** where such **Insureds** had reason to believe at the time that such known **Wrongful Act** could reasonably be expected to give rise to such **Claim**;
- n) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any employment or employment-related matters brought by or on behalf of a director, officer, or employee, including any voluntary, seasonal, temporary, leased or independent contracted employee of the **Company**;
- o) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
- (i) any initial public offering undertaken and transacted by the **Company**, including all activities in connection therewith,
 - (ii) the actual or alleged violation of the Securities Act of 1933, the Securities Exchange Act of 1934, rules or regulations of the Securities and Exchange Commission promulgated thereunder, any other federal, state, local or provincial statute relating to securities, or any rules or regulations promulgated thereunder, all as amended, for any **Wrongful Act** actually or allegedly committed subsequent to such initial public offering, or
 - (iii) any equity or debt offering in excess of \$50 million which is exempt from the registration requirements of the U.S. Securities and Exchange Commission; provided, however, that this subparagraph (iii) shall not apply if Insurer has agreed in writing to extend coverage for **Wrongful Acts** in connection with such offering, and the **Insureds** have paid the premium required by Insurer for such coverage extension; or
- p) for that portion of **Loss** which is covered under any other Coverage Section of this Policy.
2. Insurer shall not be liable to make any payment under this Coverage Section in connection with any **Claim** made under Insuring Clause 3. against the **Company**:
- a) based upon, arising out of, directly or indirectly resulting from, in consequence of liability of, or in any way involving any written or express contract or agreement, entered into among and between the **Company** and another party, except and to the extent the **Company** would have been liable in the absence of such contract or agreement; or
 - b) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any actual or alleged infringement, misappropriation, or violation of copyright, patent, service marks, trade marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services, or
 - (ii) any goods or products manufactured, produced, processed, packaged, sold, marketed, distributed, advertised or developed by the **Company**,
- provided, however that Exclusions a) and b), above, shall not apply to any such **Claim** brought directly, indirectly, or derivatively by one or more of the securities holders of the **Company**.

No **Wrongful Act** of one or more of the **Insureds** shall be imputed to any other **Insureds** for the purpose of determining the applicability of any of the above Exclusions.

D. LIMIT OF LIABILITY AND RETENTIONS

1. Insurer shall be liable to pay the percentage of **Loss** set forth in Item F. of the Declarations relating to this Coverage Section in excess of the amount of the applicable Retention up to the Limit of Liability under this Coverage Section, it being warranted that the remaining percentage of **Loss** shall be uninsured.
2. The amount shown in Item C. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of Insurer under this Coverage Section.
3. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times:
 - a) the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** is first made; or
 - b) the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause E.2., below.
4. In the event a **Claim** is covered in part under more than one of the Insuring Clauses set forth in this Coverage Section, the Retentions set forth in Item C. of the Declarations relating to this Coverage Section shall be applied separately to that part of the **Loss** resulting from such **Claim** covered by each Insuring Clause. The sum of the Retentions so applied shall constitute the Retention applicable to such **Claim**. The total Retention, as finally determined, shall in no event exceed the largest single Retention applicable to such **Claim**.

5. The Retention applicable to Insuring Clause 2. shall apply to **Loss** resulting from any **Claim** if indemnification by the **Company** is required by law or is legally permissible to the fullest extent permitted by law, regardless of whether or not actual indemnification by the **Company** is made, except and to the extent such indemnification is not made by the **Company** solely by reason of its financial insolvency.
6. Payments of **Loss** by Insurer shall reduce the Limit of Liability under this Coverage Section. Insurer shall pay **Loss** in the order in which **Loss** is incurred. If **Loss** payable under Insuring Clause 1. and one or more of the other Insuring Clauses is incurred contemporaneously, Insurer first shall pay **Loss** payable under Insuring Clause 1. The **Parent Company** may elect through its most senior ranking **Directors and Officers** to decline or defer payment under Insuring Clause 2. or Insuring Clause 3. Insurer shall have no obligation to pay **Loss** after exhaustion of the Limit of Liability regardless of whether the **Parent Company** has declined or deferred payment.
7. Insurer shall pay **Costs, Charges and Expenses** no more than once every 90 days.

E. **NOTIFICATION**

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give Insurer notice in writing of any written **Claim** as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**.
2. If, during the **Policy Period** or the **Discovery Period**, any of the **Insureds** first becomes aware of a specific **Wrongful Act** and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, give written notice to Insurer as soon as practicable of:
 - a) the specific **Wrongful Act**, and
 - b) the consequences which have resulted or may result therefrom, and
 - c) the circumstances by which the **Insureds** first become aware thereof.then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was first given to Insurer.
3. Notice to Insurer shall be given to the firm shown under Item G. of the Declarations for this Policy.

FIDUCIARY COVERAGE SECTION

In consideration of the payment of premium, in reliance on the statements in the **Application** and subject to all of the provisions of this Policy and this Coverage Section, Insurer and the **Insureds** agree as follows.

A. INSURING CLAUSE

Insurer shall pay on behalf of the **Insureds Loss** resulting from any **Claim** first made during the **Policy Period** for a **Wrongful Act**.

B. DEFINITIONS

The following terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated. Other terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated in Clause B. of the General Terms and Conditions section of this Policy.

1. **Administration** means giving advice to employees or effecting enrollment, termination or cancellation of employees under any of the **Benefit Plans**.
2. **Insureds** means:
 - a) the **Sponsor Company**,
 - b) any **Benefit Plans**,
 - c) any **Insured Persons**, and
 - d) any other persons or Companies who was, now are, or shall be acting as a plan administrator of any of the **Benefit Plans** at the written request and consent of the **Sponsor Company**.
3. **Insured Persons** means:
 - a) any persons who were, now are, or shall be serving as a trustee, director, officer or employee of the **Sponsor Company** or of any of the **Benefit Plans**,
 - b) any persons who were, now are, or shall be serving as a fiduciary of any of the **Benefit Plans**, and
 - c) any persons for whose **Wrongful Acts** any of the **Insureds** are legally responsible, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.
4. **Insured Plan** means any government-mandated insurance program for workers' compensation, unemployment, social security or disability benefits for employees of the **Sponsor Company**.
5. **Benefit Plans** means:
 - a) any **Sponsored Plan**, and
 - b) any **Insured Plan**,
 established before or after the inception of this Policy.
6. **Claim** means:
 - a) any written or oral demand for damages or other relief against any of the **Insureds**, and
 - b) any judicial, administrative or arbitration proceeding initiated against any of the **Insureds** in which they may be subjected to a binding adjudication of liability for damages or other relief, including:
 - (i) any proceeding or investigation brought by the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any similar federal, state or local governmental body, and
 - (ii) any appeal therefrom.
7. **Continuity Date** means the date set forth in Item C. of the Declarations relating to this Coverage Section.
8. **Costs, Charges and Expenses** means reasonable and necessary legal fees and expenses incurred by the **Insureds** in defense of any **Claim** and cost of attachment or similar bonds, but shall not include:
 - a) salaries, wages, overhead or benefit expenses associated with officers or employees of any of the **Insureds**, or
 - b) any amounts incurred in defense of any **Claim** for which any other Insurer has a duty to defend.
9. **Employee Benefit Plan** means any plan so defined by the Employee Retirement Income Security Act of 1974, as amended.
10. **Interrelated Wrongful Acts** means more than one **Wrongful Act** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.
11. **Loss** means damages, settlements and **Costs, Charges and Expenses** incurred by any of the **Insureds**, but shall not include:
 - a) that portion of any multiplied damages awarded which exceeds the amount multiplied,
 - b) taxes, criminal or civil fines or penalties imposed by law, or
 - c) matters deemed uninsurable under the law pursuant to which this Policy shall be construed.

12. **Plan Termination** means the termination, suspension, merger or dissolution of any of the **Benefit Plans**
13. **Pension Benefit Plan** means any plan so defined in the Employee Retirement Income Security Act of 1974, as amended.
14. **Sponsor Company** means the **Company**.
15. **Sponsored Plan** means:
 - a) any **Employee Benefit Plan**, **Pension Benefit Plan**, or **Welfare Benefit Plan** which is operated by the **Sponsor Company** for the benefit of the employees of the **Sponsor Company**,
 - b) any other plan, fund or program specifically included as a **Sponsored Plan** by endorsement to this Policy, and
 - c) any other employee benefit plan or program not subject to Title 1 of the Employee Retirement Income Security Act of 1974, as amended, sponsored by the **Sponsor Company** for the benefit of the employees of the **Sponsor Company**, including any employee stock ownership plan;

provided, however, that the **Sponsored Plan** shall not include any multi-employer plan, as defined in the Employee Retirement Income Security Act of 1974, as amended.
16. **Welfare Benefit Plan** means any plan so defined in the Employee Retirement Income Security Act of 1974, as amended.
17. **Wrongful Act** means:
 - a) with respect to a **Sponsored Plan**:
 - (i) any actual or alleged breach of the responsibilities, obligations or duties imposed upon fiduciaries of the **Sponsored Plan** by the Employee Retirement Income Security Act of 1974, as amended, or by similar statutory or common law,
 - (ii) any other matter claimed against the **Sponsor Company** or any of the **Insured Persons** solely because of the service of the **Sponsor Company** or any of the **Insured Persons** as a fiduciary of any **Sponsored Plan**, and
 - (iii) any actual or alleged act, error or omission in the **Administration** of any **Sponsored Plan**, and
 - b) with respect to an **Insured Plan**, any act, error or omission in the **Administration** of such **Insured Plan**.

C. EXCLUSIONS

1. Insurer shall not be liable to make any payment under this Coverage Section in connection with any **Claim**:
 - a) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, the failure to comply with any law governing workers' compensation, unemployment, social security or disability benefits or any similar law;
 - b) based upon, arising out of, directly or indirectly resulting from, or in consequence of the liability of others assumed by any of the **Insureds** under any contract or agreement, either oral or writing, except in accordance with the agreement, or declaration of trust pursuant to which any of the **Benefit Plans** was established unless any of the **Insureds** would have been liable in the absence of such assumption;
 - c) for actual or alleged libel, slander, defamation, bodily injury, sickness, disease, death, false imprisonment, assault, battery, invasion of privacy, or damage to or destruction of tangible property, including loss of use thereof;
 - d) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any **Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given prior to the **Policy Period** under any other similar insurance policy, or
 - (ii) any other **Wrongful Act**, whenever occurring, which, together with a **Wrongful Act** which has been the subject of such prior notice, would constitute **Interrelated Wrongful Acts**;
 - e) to the extent it is insured under any other existing valid policy, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, and regardless of whether or not any **Loss** in connection with such **Claim** is collectible or recoverable under such other policy; provided, however, that this exclusion shall not apply to the amount of **Loss** which is in excess of the amount of any deductible and the limit of liability of such other policy where such **Claim** is otherwise covered by this Coverage Section;
 - f) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, actual or alleged seepage, pollution or contamination of any kind;
 - g) based upon, arising out of, directly or indirectly resulting from in consequence of, or in any way involving, any **Wrongful Act** actually or allegedly committed subsequent to a **Plan Termination**; provided, however, this exclusion shall only apply to those **Benefit Plans** which have been the subject of the **Plan Termination**;
 - h) brought about or contributed to by any dishonest, fraudulent or criminal act or omission of, or any personal profit or advantage gained by, any of the **Insureds** to which they are not legally entitled, as determined by a judgment or other final adjudication;
 - i) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any employment or employment-related matters; provided, however, this exclusion shall not apply to any **Claim** where such employment or employment-related matters involve actual or alleged violations of the Employee Retirement Income Security Act of 1974, as amended;

- j) against any **Subsidiary** or any of the **Insured Persons** of a **Subsidiary** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** or subsequent to the date such entity ceased to be a **Subsidiary**, or
 - (ii) any **Wrongful Act** occurring while such entity was a **Subsidiary** which, together with a **Wrongful Act** occurring prior to the date such entity became a **Subsidiary** would constitute **Interrelated Wrongful Acts**;
 - k) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act** actually or allegedly committed subsequent to a **Takeover**;
 - l) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any prior and/or pending litigation as of the **Continuity Date**, or
 - (ii) any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory upon which such **Claim** is predicated;
 - m) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any **Wrongful Act** which any of the **Insureds** had knowledge of prior to the **Continuity Date** where such **Insureds** had reason to believe at the time that such known **Wrongful Act** could reasonably be expected to give rise to such **Claim**; or
 - n) for that portion of **Loss** which is covered under any other Coverage Section of this Policy.
2. Insurer shall not be liable to make any payment under this Coverage Section, other than **Costs, Charges and Expenses**, in connection with any **Claim**:
- a) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or attempted reversion or payment of assets of any of the **Benefit Plans** to the **Sponsor Company**, or to any successor or assign of the **Sponsor Company**;
 - b) which constitutes fines or penalties or the multiple portion of any multiplied damage award, other than the five percent or less, or the twenty percent or less, civil penalties imposed upon any of the **Insureds** as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended;
 - c) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, the failure to collect from employers contributions owed to any of the **Benefit Plans**, unless the failure is due to the negligence of any of the **Insureds**; or
 - d) which constitutes benefits due to or to become due under the terms of any of the **Benefit Plans**, unless and to the extent that:
 - (i) the **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation, and
 - (ii) recovery for the benefits is based upon a covered **Wrongful Act**.

No **Wrongful Act** of one or more of the **Insureds** shall be imputed to any other **Insureds** for the purpose of determining the applicability of any of the above Exclusions.

D. LIMIT OF LIABILITY AND RETENTION

1. Insurer shall be liable to pay the percentage of **Loss** set forth in Item F. of the Declarations relating to this Coverage Section in excess of the amount of the Retention up to the Limit of Liability under this Coverage Section, it being warranted that the remaining percentage of **Loss** shall be uninsured.
2. The amount shown in Item C. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of Insurer under this Coverage Section.
3. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times:
 - a) the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made, or
 - b) the time at which the **Claim** involving the same **Wrongful Acts** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause F.2., below.
4. Payment of **Loss** by Insurer shall reduce the Limit of Liability under this Coverage Section.
5. Insurer shall pay **Costs, Charges or Expenses** no more than once every 90 days.

E. WAIVER OF RECOURSE

Insurer shall have no right of recourse against any of the **Insureds** with respect to any **Claim** if this Coverage Section has been purchased by any of the **Insureds** other than any of the **Benefit Plans**.

F. NOTIFICATION

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section, give Insurer notice in writing of any written **Claim** as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**.

2. If, during the **Policy Period**, any of the **Insureds** first becomes aware of a specific **Wrongful Act** and if the **Insureds**, during the **Policy Period**, given written notice to Insurer as soon as practicable of:
- a) the specific **Wrongful Act**, and
 - b) the consequences which have resulted or may result therefrom, and
 - c) the circumstances by which the **Insureds** first become aware thereof,

then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was first given to Insurer.

3. Notice to Insurer shall be given to the firm shown under Item G. of the Declarations for this Policy.

CRIME COVERAGE SECTION

In consideration of the payment of premium, in reliance on the statements in the Application and subject to all of the provisions of this Policy and this Coverage Section, Insurer and the **Insureds** agree as follows.

A. INSURING CLAUSES

1. **Employee Theft Coverage**

Insurer shall pay direct losses of **Money, Securities** and other property caused by **Theft** or forgery by any identifiable **Employee** of the **Company** acting alone or in collusion with others.

2. **Employee Benefit Plan Coverage**

In the event **Employee Benefit Plan** coverage is designated in Item C. of the Declarations relating to this Coverage Section, Insurer shall pay direct losses for **Money, Securities** and other property sustained or discovered by such **Employee Benefit Plan** and caused by a fraudulent or dishonest act or acts committed by an **Employee** of any of the **Insureds** acting alone or in collusion with others.

3. **Premises Coverage**

Insurer shall pay direct losses caused by the actual destruction, disappearance, wrongful abstraction or **Computer Theft of Money** and **Securities** within or from the **Premises**, or night depository chute or safe maintained by a bank or trust company.

Coverage under this Insuring Clause shall also include:

- a) loss of or damage to other property by actual or attempted **Robbery** within the **Premises**,
- b) loss of or damage to property contained within any safe which results from actual or attempted **Safe Burglary** within the **Premises**,
- c) damage to a locked safe, cash drawer, cash box or cash register within the **Premises** by actual or attempted felonious entry or loss by felonious abstraction of such container from within the **Premises**, and
- d) damage to the **Premises** resulting from a covered **Safe Burglary** or **Robbery**.

4. **Transit Coverage**

Insurer shall pay direct losses caused by the actual destruction, disappearance or wrongful abstraction of **Money** and **Securities** outside the **Premises**, while being conveyed by the **Company**, a partner, an **Employee**, an armored motor vehicle company or any other person duly authorized by the **Company** to have custody thereof or while temporarily within the home of the **Company**, a partner, an **Employee** or such other person.

Coverage under this Insuring Clause shall also include:

- a) loss of or damage to other property by actual or attempted **Robbery** outside the **Premises** while the property is being conveyed by the **Company**, a partner, an **Employee** or an armored motor vehicle company, and
- b) loss by **Theft** of such property while temporarily within the home of the **Company**, a partner or an **Employee**.

5. **Depositors Forgery Coverage**

Insurer shall pay direct losses caused by forgery or alteration of, on or in any check, draft promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in money, made or drawn by, or drawn upon the **Company**, or made or drawn by one acting as agent of the **Company**, or purporting to have been made or drawn as set forth above, including:

- a) any check or draft made or drawn in the name of the **Company** payable to a fictitious payee and endorsed in the name of the fictitious payee,
- b) any check or draft procured in a face-to-face transaction with the **Company** or with one acting as agent of the **Company** by anyone impersonating another and made or drawn payable to the one impersonated and endorsed by anyone other than the one impersonated, and
- c) any payroll check, payroll draft or payroll order made or drawn by the **Company** payable to bearer as well as to a named payee and endorsed by anyone other than the named payee without authority of the payee.

For purposes of this Insuring Clause, mechanically-reproduced facsimile signatures shall be treated the same as handwritten signatures.

If the **Company** or the bank of deposit of the **Company**, at the request of the **Company**, shall refuse to pay any of the foregoing instruments made or drawn as set forth alleging that the instruments are forged or altered, and this refusal shall result in suit being brought against the **Company** or bank to enforce payment and Insurer shall give their written consent to the defense of the suit, then any reasonable attorney's fees, court costs or similar legal expenses incurred and paid by the **Company** or bank in defense shall be considered a loss under this Insuring Clause, and the liability of Insurer for such loss shall be in addition to any other liability under this Insuring Clause.

If, at the request of the **Company**, Insurer waives any rights they may have against the bank upon which the instrument was drawn, the **Company** and the bank shall assign to Insurer all of their rights against any other person, firm or corporation.

B. DEFINITIONS

The following terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated. Other terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated in Clause B. of the General Terms and Conditions section of this Policy.

1. **Insureds** means the **Company** and any **Employee Benefit Plan** (if applicable).
2. **Computer Theft** means the intentional taking of **Money** or **Securities** through use of a computer located at the **Premises** or elsewhere.
3. **Employee** means, respectively, one or more persons while in the regular service of the **Company** in the ordinary course of the business of the **Company** during the **Policy Period** and whom the **Company** compensates by salary, wages and/or commissions and has the right to govern and direct in the performance of such service, and shall also mean:
 - a) any non-compensated officer of the **Company**,
 - b) any ex-**Employee** for a period not exceeding thirty days following termination of such person's services,
 - c) any director or trustee of the **Company** while performing acts within the scope of the usual duties of an **Employee**,
 - d) any individual or individuals assigned to perform **Employee** duties for the **Company**, within the **Premises**, by any agency furnishing temporary personnel on a contingent or part-time basis; provided, however, that this Coverage Section does not cover any loss caused by any such individual if such loss is also covered by an insurance or suretyship held by the agency furnishing such temporary personnel to the **Company**, and with respect to Insuring Clause 2.,
 - e) any natural persons while in the service of any **Employee Benefit Plan** as fiduciary, trustee, administrator, officer or employee and any other natural person required to be bonded by Title I of the Employee Retirement Income Security Act of 1974, as amended.
4. **Employee Benefit Plan** means any plan so defined by the Employee Retirement Income Security Act of 1974, as amended, sponsored or established by the **Company**.
5. **Money** means only currency, coin, bank notes and bullion.
6. **Premises** means that portion of the interior of any building occupied by the **Company** in conducting its business.
7. **Robbery** means the unlawful taking of insured property from the **Company**, a partner, an **Employee** or any other person authorized by the **Company** to have custody of the property by violence, threat of violence or other overt felonious act committed in the presence and cognizance of such person, except any person acting as a watchman, porter or janitor.
8. **Safe Burglary** means the felonious abstracting of insured property from within a vault or safe located within the **Premises** by a person making felonious entry into such vault or safe and any vault containing the safe, when all doors thereof are duly closed and locked by at least one combination or time lock; provided, however, that such entry shall be made by actual force and violence, demonstrated by visible marks made by tools, electricity, gas or other chemicals upon the exterior of:
 - a) a door or doors of such vault or safe and any vault containing the safe, if entry is made through such doors, or
 - b) the top, bottom or walls of such vault or safe and any vault containing the safe through which entry is made, if not made through which entry is made, if not made through such doors.
9. **Securities** means all negotiable and non-negotiable instruments or contracts representing either **Money** or other property, including revenue and other stamps in current use, tokens and tickets, but not including **Money**.
10. **Theft** means the unlawful taking of **Money**, **Securities** or other property to the deprivation of the **Company**.

C. EXCLUSIONS

1. Insurer shall not be liable to make any payment under this Coverage Section in connection with:
 - a) loss due to war (whether or not declared), civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization, or any act or condition incident to any of the foregoing;
 - b) loss caused or contributed to by **Theft** or any other fraudulent, dishonest or criminal act committed by a partner of any of the **Insureds**, whether acting alone or in collusion with others;
 - c) loss involving the cost of reproducing any information contained in any lost or damaged manuscripts, records, accounts, microfilms, tapes or other records;
 - d) any expenses incurred by any of the **Insureds** in establishing the existence or the amount of any loss covered under this Coverage Section;
 - e) loss of income not realized by any of the **Insureds** at the result of any loss covered under this Coverage Section;
 - f) loss of trade secrets, confidential processing methods or other confidential information of any kind;
 - g) costs, charges or expenses incurred or paid by any of the **Insureds** in prosecuting or defending any legal proceeding or claim, other than legal proceedings covered under Insuring Clause 5., whether or not such proceeding results or would result in a loss recoverable under this Coverage Section;
 - h) loss unless reported and proved in accordance with Clause J. of this Coverage Section;

- i) loss unless discovered and written notice thereof is given to Insurer within:
 - (i) sixty days following termination of this Coverage Section in its entirety, or
 - (ii) one year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the **Parent Company**; or
 - j) loss sustained by any of the **Insureds** unless discovered and written notice of such loss is given to Insurer pursuant to Clause J. of this Coverage Section but in no event later than within sixty days following termination of this Coverage Section as to such **Insureds**.
2. Insurer shall not be liable to make any payment under Insuring Clauses 1. and 2. of this Coverage Section in connection with:
- a) loss caused by an **Employee** not engaged in the regular service of any of the **Insureds**;
 - b) loss caused by an **Employee** if an elected or appointed officer of any of the **Insureds** possesses knowledge of any act or acts of **Theft**, fraud or dishonesty committed by such **Employee**:
 - (i) in the service of any of the **Insureds** or otherwise during the term of employment by any of the **Insureds**, or
 - (ii) prior to employment by any of the **Insureds** provided that such conduct involved **Money, Securities** or other property valued at \$2,500 or more;
 - c) loss caused by any broker, factor commission merchant, consignee, contractor or other agent or representative of the same general character;
 - d) loss caused, directly or indirectly, from trading, whether or not in the name of any of the **Insureds** and whether or not in a genuine or fictitious account; or
 - e) loss or that part of loss the proof of which involves in any manner:
 - (i) a profit and loss computation or comparison, or
 - (ii) a comparison of inventory records with an actual physical count; provided, however, that where any of the **Insureds** establishes wholly apart from such comparison that it has sustained a loss covered under Insuring Clauses 1. or 2., then it may offer its inventory records and actual physical count of inventory in support of the amount of loss claimed.
3. Insurer shall not be liable to make any payment under Insuring Clauses 3. and 4. of this Coverage Section in connection with loss or damage:
- a) due to **Theft** or any other fraudulent, dishonest or criminal act (other than actual or attempted **Safe Burglary** or **Robbery**) by any **Employee**, director, trustee or authorized representative of the **Company**, whether acting alone or in collusion with others;
 - b) due to fire, except:
 - (i) loss of or damage to **Money** or **Securities**, or
 - (ii) damage to any safe or vault caused by the application of fire thereto for the purpose of **Safe Burglary**;
 - c) due to the giving or surrendering of **Money** or **Securities** in any exchange or purchase;
 - d) of or to manuscripts, records, accounts, microfilm or tapes;
 - e) due to forgery;
 - f) of or to **Money, Securities** or other property while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company;
 - g) of or to **Money, Securities** or other property while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle or any person who is duly authorized by the **Company** to have custody of the property unless the loss is in excess of the amount recovered or received by the **Company** under:
 - (i) the contract of the **Company**, if any, with, or insurance carried by, any of the foregoing, or
 - (ii) any other insurance or indemnity in force which would cover the loss in whole or in part, in which case this Coverage Section shall cover only such excess;
 - h) due to nuclear reaction, nuclear radiation or radioactive contamination or to any act or condition incident to any of the foregoing; or
 - i) of or to **Money, Securities** or other property as a result of kidnap/ransom or other extortion payments (as distinguished from the proceeds of a **Robbery**) surrendered to any person as a result of a threat to do:
 - (i) bodily injury to any person, or
 - (ii) damage to the **Premises** or other property owned by any of the **Company** or held by the **Company** in any capacity.
4. Insurer shall not be liable under Insuring Clause 5. of this Coverage Section in connection with any loss through forgery or alteration of, on or in:
- a) any instrument, if such forgery or alteration is committed by any **Employee** or by any person in collusion with any **Employee**; or
 - b) any registered or coupon obligations issued or purported to have been issued by the **Company** or any coupons attached thereto or detached therefrom.

D. LIMIT OF LIABILITY

The amount shown in Item C. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of Insurer under all Insuring Clauses for this Coverage Section:

1. for any loss or losses applicable to Insuring Clause 1. caused by any **Employee** or in which any **Employee** is concerned or implicated, either resulting from a single act or any number of such acts, regardless of when, during the **Policy Period** or prior thereto, such acts occurred,
2. for any loss or losses applicable to Insuring Clauses 3. or 4. resulting from any one casualty or event (all losses resulting from an actual or attempted fraudulent or dishonest act or series of related acts at the **Premises** or whether committed by one or more persons, shall be deemed to be one casualty or event), and
3. for any loss or losses applicable to Insuring Clause 5. caused by forgery or alteration committed by any person or in which such person is concerned or implicated, either resulting from a single act or any number of such acts, regardless of the number of instruments involved or when, during the **Policy Period** or prior thereto, such acts occurred.

Regardless of the number of years this Coverage Section shall continue in force, and the number of premiums which shall be payable or paid or any other circumstances whatsoever, **Insurer's** liability under this Coverage Section with respect to any loss or losses shall not be cumulative from year to year or from period to period. When there is more than one **Insureds**, **Insurer's** aggregate liability for loss or losses sustained by any or all of them shall not exceed the amount for which the Insurer would be liable if all losses were sustained by any one of the **Insureds**.

E. DEDUCTIBLE

1. No Superseded Insurance Carrier Involved

From each loss sustained or discovered by any of the **Insureds** after deducting all recoveries (except insurance or suretyship held by any of the **Insureds** or by Insurer for their benefit) on account thereof made prior to payment shall be deducted the amount(s) specified in Item C. of the Declarations relating to this Coverage Section. No deductible shall apply to loss sustained or discovered by any **Employee Benefit Plan**.

2. Superseded Insurance Carrier Involved

Should any loss be discovered which is partly recoverable under this Coverage Section, and partly recoverable under a prior bond or policy containing a deductible amount, the deductible amount specified in Item C. of the Declarations relating to this Coverage Section shall be reduced by the deductible amount applied to such loss by the superseded insurance carrier.

F. OWNERSHIP

Insurer's liability under this Coverage Section shall apply only to **Money, Securities** and other property owned by any of the **Insureds** or for which the **Insureds** are legally liable, or held by any of the **Insureds** in any capacity, whether or not the **Insureds** are liable; provided, however, that Insurer shall not be liable for damage to the **Premises** unless any of the **Insureds** are the owner or is liable for such damage.

G. JOINT INSURED

Except as provided in Clause O. of this Coverage Section, only the **Parent Company** shall have the right to claim, adjust, receive or enforce payment of any loss and shall be deemed to be the sole agent of the others for such purposes and for the giving and receiving of any notice or proof required to be given by the terms hereof and for the purpose of effecting or accepting amendments to or termination of this Coverage Section. Each and every other of the **Insureds** shall be conclusively deemed to have consented and agreed that none of them shall have any direct beneficiary interest herein or any right of action hereon shall not be assignable; but knowledge possessed or discovery made by any of the **Insureds** or by any partner or officer of the **Parent Company** shall constitute knowledge possessed or discovery made by all of the **Insureds** for the purposes of this Coverage Section. All losses and other payments, if any, payable by Insurer, shall be payable to the **Parent Company**, without regard to such obligations of any of the **Insureds** to others, and Insurer shall not be responsible for the proper application of any payment made. Insurer shall not be liable for loss sustained by one of the **Insureds** to the advantage of any other of the **Insureds**. If Insurer shall agree to and shall make payment to any of the **Insureds** other than the **Parent Company**, such payment shall be treated as though made to the **Parent Company**.

H. OTHER INSURANCE

If any of the **Insureds** or any other party at interest in any loss covered by this Coverage Section has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this Coverage Section, then this Coverage Section shall be null and void to the extent of the amount of such other bond, indemnity or insurance; but this Coverage Section shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount of such other bond, indemnity or insurance.

I. LIABILITY FOR PRIOR LOSSES

Insurer's liability for loss sustained prior to:

1. the effective date of this Coverage Section, or
2. the effective date additional **Insureds** or coverages are subsequently added,

is subject to the following:

- a) any of the **Insureds** or some predecessor in interest such **Insureds** carried some other bond or policy (other than a fidelity bond or policy, with respect to such loss under Insuring Clause 5. which, at the time such loss was sustained, afforded on or at the **Premises** at which the loss was sustained or on the person or persons (whether **Employee** of the **Company** or not) causing the loss, some or all of the coverage of the Insuring Clauses of this Coverage Section applicable to the loss,
- b) such prior coverage and the right of claim for loss thereunder continued under the same or some superseding bond or policy without interruption from the time the loss was sustained until the date specified in 1. and 2., above, and
- c) the loss shall have been discovered after the expiration of the time for discovery of such loss under the last such bond or policy.

Insurer' liability with respect to such loss shall not exceed the amount which would have been recoverable under the coverage in force at the time the loss was sustained, or the amount recoverable under the Insuring Clause of this Coverage Section applicable to the loss, whichever is smaller.

J. NOTICE, PROOF, AND LEGAL PROCEEDINGS

Upon knowledge or discovery by a proprietor, partner or officer of the **Company** of loss or of any occurrence which may become a loss, written notice shall be given at the earliest practicable moment, and in no event later than sixty days after such discovery. Within four months after such discovery, the **Insureds** shall furnish to Insurer affirmative proof of loss with full particulars. Legal proceedings for recovery of any loss hereunder shall not be brought after the expiration of two years from the discovery of such loss, except that any legal proceedings to recover hereunder on account of any judgment in such suit shall become final. Proof of loss under Insuring Clause 5. shall include the instrument which is the basis of claim for the loss; but if it shall be impossible to file the instrument, the affidavit of the **Company** or the bank of deposit of the **Company** setting forth the amount and cause of the loss shall be accepted instead. If any limitation embodied herein is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

At Insurer's request, any of the **Insureds** shall submit to examination by Insurer, under oath, if required, and produce for Insurer' examination all pertinent records at such reasonable times and places as Insurer shall designate, and shall cooperate with Insurer in all matters pertaining to any loss or claim.

K. VALUATION

In no event shall Insurer be liable for more than:

1. the actual market value of lost, damaged or destroyed **Securities** at the close of business on the business day immediately preceding the day on which the loss is discovered, or for more than the actual cost of replacing the **Securities**, whichever is less;
2. the cost of blank books, pages, tapes or other blank materials to replace lost or damages books of account or other records;
3. the actual cash value at the time of other lost, damages or destroyed property for more than the actual cost of repairing or replacing the property with property of similar quality and value, whichever is less; or
4. the United States dollar value of a foreign currency based on the free currency rate of exchange in effect on the day any loss involving foreign currency is discovered.

L. RECOVERIES

If any of the **Insureds** shall sustain any loss covered by this Coverage Section, all recoveries (except from suretyship, insurance, reinsurance or indemnity taken by or for the benefit of Insurer) made after the loss, less the actual cost of recovery, shall be distributed as follows:

1. if the loss is not subject to a deductible, the **Insureds** shall be fully reimbursed from such recoveries for the amount of the loss which exceeds the amount of coverage provided by this Coverage Section and any balance shall be applied to the reimbursement of Insurer, or
2. if the loss is subject to a deductible, the **Insureds** shall be reimbursed from such recoveries for any loss which exceeds the amount of coverage provided by this Coverage Section less the deductible amount, any balance shall be applied to reimbursement of Insurer to the extent of their loss and any remainder paid to the **Insureds**. If there is no excess loss the total recoveries shall be distributed first in reimbursement to Insurer to the extent of their loss and any remainder paid to the **Insureds**.

M. KNOWLEDGE OF PRIOR THEFT

For the purposes of this Coverage Section and the exclusions contained in Clause C. knowledge possessed by any of the **Insureds** means knowledge possessed by a partner, director or an elected or appointed officer who is aware of the employment of a person and that person's prior acts of **Theft**, fraud or dishonesty.

N. ADDITIONAL INSURED

At the sole discretion of Insurer, coverage may be extended to any individual upon written application by any of the **Insureds** and written consent by Insurer.

O. EMPLOYEE BENEFIT PLANS

For the purposes of coverage for any **Employee Benefit Plan**, the words "sixty days" are deleted from Clause C. wherever they appear and the words "one year" are substituted in their place.

In compliance with Title 1 of the Employee Retirement Income Security Act of 1974, as amended, payment by Insurer under this Coverage Section to the **Parent Company** shall be held by the **Parent Company** for the use and benefit of any **Employee Benefit Plan** sustaining such loss. If such payment is in excess of the amount of coverage required by such Act for such **Employee Benefit Plan**, such excess shall be held for the use and benefit of any other **Employee Benefit Plan** should such **Employee Benefits Plan** also discover loss recoverable hereunder. If **Money, Securities** and other property of two or more **Employee Benefit Plan** named above are commingled, recovery hereunder for loss of such **Money, Securities** and other property shall be shared by such **Employed Benefit Plan** on a *pro rata* basis in accordance with the amount of coverage each such **Employee Benefit Plan** is required to carry by such Act.

P. TERMINATION PROVISIONS

1. Termination as to any **Employee**

This Coverage Section shall terminate as to any **Employee**:

- a) immediately upon discovery by any of the **Insureds**, any partner of the **Company** or any elected or appointed officer of the **Company** (not in collusion with such **Employee**) of any act of **Theft** or other fraudulent or dishonest act by the **Employee**, without prejudice to the loss of any property then being conveyed by the **Employee** outside the **Premises**, or
- b) twenty days after the receipt by the **Parent Company** of a written notice of termination from Insurer, whichever first occurs.

2. Termination of this Coverage Section or Insuring Clauses

This Coverage Section shall terminate in its entirety:

- a) thirty days after the receipt by the **Parent Company** of a written notice of termination from Insurer;
 - b) upon receipt by Insurer of a written notice of termination from the **Parent Company**;
 - c) at such other time as may be agreed upon by Insurer and the **Parent Company**;
 - d) upon the voluntary liquidation or dissolution of the **Company**;
 - e) upon the appointment of:
 - (i) a receiver, trustee, or other fiduciary of the property of the **Company**;
 - (ii) a committee for the dissolution thereof; or
 - f) as to any of the **Insureds** other than the **Company** upon the appointment of:
 - (i) a receiver, trustee or other fiduciary of the property of any such **Insureds**, or
 - (ii) a committee for the dissolution thereof;
- whichever occurs first.

Any Insuring Clause or coverage for any of the **Insureds** other than the **Company** shall terminate thirty days after receipt by the **Parent Company** of a written notice of termination from Insurer or upon the request of the **Parent Company**.

Q. **TERMINATION OF PRIOR BONDS OR POLICIES**

The taking effect of this Coverage Section shall terminate, if not already terminated, all previous liability of Insurer to any of the **Insureds** under any other bonds or policies. By reason of the issuance of this Coverage Section the prior bonds or policies shall not cover any loss not discovered and notified to Insurer prior to the effective date of this Coverage Section.

**TECHNOLOGY, MEDIA AND PROFESSIONAL SERVICES
COVERAGE SECTION**

In consideration of the payment of premium, in reliance on the statements in the **Application** and subject to all of the provisions of the Policy and this Coverage Section, Insurer and the **Insureds** agree as follows.

A. INSURING CLAUSES

1. Insurer shall pay on behalf of the **Insureds Loss**, which the **Insureds** shall become legally obligated to pay resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period** for a **Wrongful Act**.
2. Insurer shall pay on behalf of the **Insureds Loss** which the **Insureds** shall become legally obligated to pay resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period** arising out of one or more of the following acts committed on or after the **Retroactive Date** in the course of the **Insureds** performance of **Media Services** or **Technology Based Services** :
 - a) disparagement or harm to the reputation or character of any person or Company, defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
 - b) invasion or interference with the right to privacy or of publicity;
 - c) misappropriation of any name or likeness;
 - d) false arrest, detention or imprisonment or malicious prosecution;
 - e) infringement of any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
 - f) plagiarism, piracy or misappropriation of ideas;
 - g) infringement of copyright, or the dilution or infringement of trademark, trade name, title or slogan;
 - h) failure to prevent a party other than any of the **Insureds** from unauthorized access to, use of, or tampering with data or systems;
 - i) negligence regarding the content of any **Media Communication**, including harm caused through any reliance or failure to rely upon such content;
 - j) failure to prevent a party other than any of the **Insureds** from introducing a virus into the data or systems;
 - k) inability of a third party, who is authorized to do so, to gain access to your services, unless such inability is caused by a mechanical or electrical failure.

B. DEFINITIONS

The following terms, whenever used in this Coverage Section in boldface type, shall have the meaning indicated. Other terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated in Clause B, of the General Terms and Conditions section of this Policy.

1. **Insureds** means:
 - a) the **Company**, and
 - b) all persons who were, now are, or shall be partners, officers, directors, managers, member managers, shareholders, or employees of the **Company**, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy but only for **Professional Services, Media Services and Technology Based Services** which were rendered, or which should have been rendered, by or for the **Company**, and otherwise covered by this Policy, and
 - c) any independent contractor, but only for **Professional Services, Media Services and Technology Based Services** which were rendered, or which should have been rendered, by or for the **Company**, and otherwise covered by this Policy.
2. **Claim** means any written demand, arbitration, judicial, administrative or regulatory proceeding commenced against any of the **Insureds** for monetary **Damages** or services in which any of the **Insureds** may be subjected to a binding adjudication of liability for **Damages**, including any appeal therefrom. A **Claim** shall be deemed to have been made against any of the **Insureds** on the earlier of the dates that the written demand, arbitration, judicial, administrative or regulatory proceeding is filed or is served on such **Insureds**.
3. **Continuity Date** means the date set forth in Item C. of the Declarations relating to this Coverage Section.
4. **Costs, Charges and Expenses** mean reasonable and necessary legal fees and expenses incurred by any of the **Insureds** in defense of any **Claim** and the cost of attachment or similar bonds, but shall not include:
 - a) salaries, wages, overhead or benefit expenses associated with partners, officers, directors, managers, member managers, or employees of the **Company**; or
 - b) any amounts incurred in defense of any **Claim** for which any other insurer has a duty to defend.
5. **Damages** means a monetary judgement, award or settlement but shall not include the following:
 - a) punitive or exemplary damages, except to the extent such damages are insurable under the law pursuant to which this Policy shall be construed or the law of the jurisdiction in which such damages are awarded, whichever legal venue is most favorable for the **Insureds** in deciding the insurability for such damages; or
 - b) taxes, criminal or civil fines or penalties imposed by law; or
 - c) matters deemed uninsurable under the law pursuant to which this Policy shall be construed; or
 - d) future royalties or future profits, restitution, or disgorgement of profits by **Insureds**, or the costs of complying with orders granting injunctive relief; or
 - e) return or offset of fees, charges, or commissions for the goods or services already provided.

Damages also shall not include any amounts for which the **Insureds** are not liable, or for which there is no legal recourse against the **Insureds**.
6. **Interrelated Wrongful Acts** mean **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.

7. **Loss** means **Damages** and **Costs, Charges and Expenses** incurred by any of the **Insureds**.
8. **Media Services** means:
 - a) the gathering, collection or recording of **Media Material** for inclusion in any **Media Communication**; or
 - b) the publication, dissemination or release of **Media Material** in any **Media Communication**
 in the ordinary course of the **Insureds** business.
9. **Media Communication** means any communication of **Media Material** by way of media, regardless of the nature or form of such communication and regardless of any media used.
10. **Media Material** means material of any form or nature whatsoever, including but not limited to words, data, computer coding, images, graphics and music.
11. **Professional Services** means professional services or professional activities performed by the **Insureds** for others.
12. **Retroactive Date** means the date set forth in Item C. of the Declarations relating to this Coverage Section.
13. **Subsidiary** means any entity while more than 50% of the outstanding securities representing the present right to vote for the election of such entity's directors or managers are owned by the **Parent Company**, directly or indirectly, if such entity:
 - a) was so owned prior to the inception date of this Policy and was insured under a policy issued by Insurer of which this Policy is a renewal, or
 - b) was so owned on the inception date of this Policy, or
 - c) becomes so owned after the inception date of this Policy however, the provisions of Clause H., MERGERS AND ACQUISITIONS, must be fulfilled.
14. **Technology Based Services** means electronic media operations, digital services, data processing, Internet services, e-commerce services, information services and other electronic activities performed for others in the ordinary course of the **Insureds** business.
15. **Wrongful Act** means any negligent act, error or omission by any of the **Insureds**, which occurs on or after the **Retroactive Date** and is solely in connection with the **Insureds** rendering of, or actual or alleged failure to render, **Professional Services**.

C. EXCLUSIONS

Insurer shall not be liable to make any payment under this Coverage Section in connection with any **Claim**:

1. arising out of any criminal, dishonest, fraudulent or malicious act, error or omission committed by any **Insureds** with actual, criminal, dishonest, fraudulent or malicious purpose or intent as determined by a judgement or other final adjudication. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to any **Costs, Charges, and Expenses** in connection with such **Claim**, but shall not apply to any **Damages** which the **Insureds** become legally obligated to pay;
2. for actual or alleged:
 - a) bodily injury, sickness, disease or death of any person including any resulting mental anguish or emotional distress; or
 - b) **Loss** of, damage to, or destruction of any tangible property or securities, including **Loss** of use thereof;
3. for, based upon, arising out of, directly or indirectly resulting from or in consequence of actual or alleged seepage, pollution or contamination of any kind;
4. brought by or on behalf of any of the **Insureds** or any of the **Insureds** successors or assigns, or by any person or entity:
 - a) which is owned, operated or controlled by any of the **Insureds**; or
 - b) which owns, operates or controls any of the **Insureds**; or
 - c) which is affiliated with any of the **Insureds** through common ownership of greater than 15%, operation or control; or
 - d) in which any of the **Insureds** is a director, officer, partner or principal stockholder;
5. insured by any other policy or policies, except in respect of any excess beyond the amounts of the limits of liability of such other policy or policies where such **Claim** is otherwise covered by this Policy;
6. for, based upon or arising out of any **Wrongful Act** or **Interrelated Wrongful Act**, or out of any fact, circumstance or situation:
 - a) which has been the subject of any notice given prior to the **Policy Period** under any other policy; or
 - b) if on or before the **Continuity Date** any of the **Insureds** knew or reasonably should have known that such **Wrongful Act, Interrelated Wrongful Act**, fact, circumstance or situation could lead to a **Claim**. Knowledge of any **Wrongful Act, Interrelated Wrongful Act**, fact, circumstance or situation by an employee or agent of any of the **Insureds** other than a partner, officer, director, manager, or member manager of the **Company**, shall not be deemed knowledge by such **Insureds** of such **Wrongful Act, Interrelated Wrongful Act**, fact, circumstance or situation;
7. for, based upon, or arising out of any actual or alleged violation of the Employee Retirement Income Security Act of 1974, as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory law or common law;
8. arising out of or relating to any liability assumed by the **Insured** under any contract or agreement, whether written or oral, including but not limited to any express warranties or guarantees, or estimates of cost, unless such liability would have attached to the **Insureds** in the absence of such agreement;

9. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - a) any prior and/or pending litigation as of the **Continuity Date**; or
 - b) any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory which such **Claim** is predicated;
10. arising out of the insolvency or bankruptcy of any of the **Insureds** or of any other individual or entity including but not limited to the failure, inability, or unwillingness to pay claims, losses, or benefits due to such insolvency or bankruptcy;
11. arising out of any of the **Insureds** activities as a trustee, partner, officer, director or employee of any employee trust, charitable Company, corporation, company or business other than that of the **Parent Company**;
12. arising out of infringement of any patent or misappropriation of any trade secret;
13. arising out of any employer-employee relations, the refusal to employ any person, any misconduct with respect to employees, discrimination, harassment or any employment-related practices, policies, acts, or omissions;
14. arising out of antitrust, restraint of trade, unfair competition, false, deceptive or unfair business practices;
15. for that portion of **Loss** which is covered under any other Coverage Section of this Policy.

D. LIMITS OF LIABILITY AND RETENTIONS

1. Insurer shall be liable to pay the percentage of **Loss** set forth in Item F. of the Declarations relating to this Coverage Section in excess of the amount of Retention up to the Limit of Liability under this Coverage Section, it being warranted that the remaining percentage of **Loss** shall be uninsured.
2. The amount shown in Item C. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of Insurer under this Coverage Section.
3. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times:
 - a) the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made; or
 - b) the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause E.2., below.
4. Payments of **Loss** by Insurer shall reduce the Limit of Liability under this Coverage Section.
5. Insurer shall pay **Costs, Charges and Expenses** no more than once every 90 days.

E. NOTIFICATION

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give to Insurer notice in writing of any written **Claim** as soon as practicable but in no event later than sixty (60) days after the expiration of the **Policy Period**.
2. If, during the **Policy Period** or the **Discovery Period**, any of the **Insureds** first becomes aware of a specific **Wrongful Act** or any circumstance that could reasonably be the basis for a **Claim** and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, give written notice to Insurer as soon as practicable of:
 - a) the specific **Wrongful Act** or circumstance that could reasonably be the basis for a **Claim**, and
 - b) the consequences which have resulted or may result therefrom, and
 - c) the circumstances by which the **Insureds** first become aware thereof.

than any **Claim** made subsequently arising out of such **Wrongful Act** or circumstance that could reasonably be the basis for a **Claim** shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was first given to Insurer.
3. Notice to Insurer shall be given to the firm shown under Item G. of the Declarations for this Policy.
4. If any **Insureds** shall make any **Claim** under this Policy knowing such **Claim** to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

F. GENERAL PROVISIONS

Clause H. Discovery Period, Clause I., Run-Off Coverage, Clause J. Allocation, Clause L. Settlements and Defense and Clause B.7., Definitions, **Subsidiary**, of the General Terms and Conditions Section do not apply to this Coverage Section.

G. DISCOVERY PERIOD

1. If this Policy is cancelled pursuant to Clause E.1. of the General Terms and Conditions Section or if Insurer refuse to renew this Policy for reasons other than non-payment of premium or noncompliance with the terms and conditions of this Policy or if the **Parent Company** elects not to renew this Policy, then the **Parent Company** shall have the right, upon payment of an additional premium calculated at that percentage shown in Item E.1 of the Declarations of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during the period of time set forth in Item E.2 of the Declarations after the effective date of such cancellation or, in the event of such refusal to renew, after the Policy expiration date, but only with respect to any **Wrongful Act** or any circumstance that could reasonably be the basis for a **Media Services or Technology Based Services Claim** committed or occurring before such date.

2. The quotation of a different premium, retention or limit of liability for renewal does not constitute a cancellation or refusal to renew for the purposes of this Clause.
3. As a condition precedent to the right to purchase the **Discovery Period**, the total premium for the Policy must have been paid. The right to purchase the **Discovery Period** shall terminate unless written notice, together with full payment of the premium for the **Discovery Period**, is received by Insurer within 30 days after the effective date of cancellation, or, in the event of a refusal to renew, within 30 days after the Policy expiration date. If such notice and premium payment is not so given to Insurer, there shall be no right to purchase the **Discovery Period**.
4. In the event of the purchase of the **Discovery Period**, the entire premium therefore shall be deemed earned at its commencement.
5. The exercise of the **Discovery Period** shall not in any way increase the limit of Insurer' liability under any Coverage Section.

H. MERGERS AND ACQUISITIONS

1. The **Parent Company** shall be required to give written notice to the Insurer prior to the completion of a merger or acquisition by or of the **Parent Company** and Insurer expressly reserve the right to demand a premium adjustment if this Policy is to remain in force subsequent to any merger or acquisition.
2. However, the **Insured** is not required to notify Insurer until renewal of this Policy if the merger or acquisition will represent an increase of less than 25% of the **Parent Company's** annual revenues as set forth in their most recent application for insurance.

I. INNOCENT INSUREDS

1. Whenever coverage under this Policy would be excluded, suspended or lost:
 - a) because of any exclusion relating to criminal, dishonest, fraudulent or malicious acts, errors or omissions by any of the **Insureds**, and with respect to which any other of the **Insureds** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
 - b) because of non-compliance with any condition relating to the giving of notice to the Insurer with respect to which any other of the **Insureds** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more of the **Insureds** responsible for the loss or damage otherwise insured hereunder;

then Insurer agree that such insurance as would otherwise be afforded under this Policy shall be covered and paid with respect to those **Insureds** who did not personally commit or personally participate in committing or personally acquiesce in or remain passive after having personal knowledge of:

- a) one or more of the acts, errors or omissions described in any such exclusion; or
- b) such failure to give notice, provided that the condition be one with which such **Insureds** can comply, after receiving knowledge thereof, the **Insureds** entitled to the benefit of Clause I. shall comply with such condition promptly after obtaining knowledge of the failure of any other **Insureds** to comply therewith.

This provision I shall not apply to any **Claim** or circumstance that could reasonably be the basis of a **Claim** against the **Parent Company** arising from any criminal, dishonest, fraudulent or malicious act, error or omission either participated in by any present or former principal, partner, director or officer of the **Parent Company**, or in which such person acquiesced or remained passive after having personal knowledge thereof.

2. With respect to this provision, the Insurer's obligation to pay in such event shall be in excess of the full extent of any assets of any of the **Insureds** to whom the exclusion applies and shall be subject to the terms, conditions and limitations of this Policy.

J. SETTLEMENTS AND DEFENSE

1. No settlement shall be made or negotiated and no **Costs, Charges and Expenses** shall be incurred without Insurer's consent, such consent not to be unreasonably withheld. Insurer shall have the right to investigate and settle any **Claim**.
2. Insurer shall have the right and duty to defend any **Claim** and such right and duty shall exist even if any of the allegations are groundless, false or fraudulent. Insurer's right and duty to defend shall be limited to payment of **Cost, Charges, and Expenses**. The **Parent Company** shall have the right to assume the duty to defend any **Claim** provided Insurer's consent in writing to such assumption. **Costs, Charges and Expenses** incurred by Insurer, or by the **Insureds** when defending or investigating with the written consent of Insurer, shall be paid by Insurer as a part of, and not in addition to, Insurer' Limit of Liability set forth in Item C. of the Declarations for the applicable Coverage Section.
3. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Insurer and acceptable to the Claimant and elects to contest the **Claim**, **Insurer's** liability for any **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Liability, whichever is less, and the Insurer shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insureds**.
4. The Retention amount stated in Item C. of the Declarations for this coverage section, shall be satisfied by payments by the **Insureds** of **Loss** resulting from all **Claims** first made and reported to the Insurer during the Policy Period and the Discovery Period as a condition precedent to the payment by the Insurer of any amounts hereunder and the Insurer shall be liable only for the amounts in excess of such Retention subject to Insurer' total liability not exceeding the limits stated in Item C. of the Declarations for this coverage section. The **Insureds** shall make direct payments within the deductible to appropriate other parties designated by the Insurer.

MISCELLANEOUS PROFESSIONAL SERVICES COVERAGE SECTION

In consideration of the payment of premium, in reliance on the statements in the **Application** and subject to all of the provisions of the Policy and this Coverage Section, Insurer and the **Insureds** agree as follows.

A. INSURING CLAUSE

Insurer shall pay on behalf of the **Insureds Loss**, which the **Insureds** shall become legally obligated to pay resulting from any **Claim** first made against any of the **Insureds** during the **Policy Period** for a **Wrongful Act**.

B. DEFINITIONS

The following terms, whenever used in this Coverage Section in boldface type, shall have the meaning indicated. Other terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated in Clause B, of the General Terms and Conditions section of this Policy.

1. **Insureds** means:

- a) the **Company**, and
- b) all persons who were, now are, or shall be partners, officers, directors, managers, member managers, or employees of the **Company**, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

2. **Claim** means any arbitration, judicial, administrative or regulatory proceeding commenced against any of the **Insureds** for a **Wrongful Act** in which any of the **Insureds** may be subjected to a binding adjudication of liability for damages or other relief, including any appeal therefrom. A **Claim** shall be deemed to have been made against any of the **Insureds** on the earlier of the dates that the arbitration, judicial, administrative or regulatory proceeding is filed or is served on such **Insureds**.

3. **Continuity Date** means the date set forth in Item C. of the Declarations relating to this Coverage Section.

4. **Costs, Charges and Expenses** mean reasonable and necessary legal fees and expenses incurred by any of the **Insureds** in defense of any **Claim** and the cost of attachment or similar bonds, but shall not include:

- a) salaries, wages, overhead or benefit expenses associated with partners, officers, directors, managers, member managers, or employees of the **Company**, or
- b) any amounts incurred in defense of any **Claim** for which any other insurer has a duty to defend.

5. **Interrelated Wrongful Acts** mean **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.

6. **Loss** means damages, settlements and **Costs, Charges and Expenses** incurred by any of the **Insureds**, but shall not include:

- a) punitive or exemplary damages or that portion of any award of multiplied damages which exceeds the amount multiplied;
- b) taxes, criminal or civil fines or penalties imposed by law; or
- c) matters deemed uninsurable under the law pursuant to which this Policy shall be construed.

7. **Professional Services** means those services described by Endorsement to this Policy.

8. **Wrongful Act** means any actual or alleged error, misstatement, misleading statement, omission or neglect or breach of duty by any of the **Insureds** which occurs solely in connection with the **Insureds** rendering of, or actual or alleged failure to render, **Professional Services**.

C. EXCLUSIONS

Insurer shall not be liable to pay any payment under this Coverage Section in connection with any **Claim**:

1. for, based upon or arising out of fraudulent, dishonest, criminal, intentional, willful or malicious acts by the **Insureds**, provided however, this exclusion shall not apply to any **Costs, Charges, and Expenses** in connection with such **Claim**;
2. for actual or alleged:
 - a) bodily injury, sickness, mental anguish, emotional distress, disease or death of any person, or **Loss** of consortium; or
 - b) **Loss** of, damage to, or destruction of any tangible property or securities, including **Loss** of use thereof; or
 - c) invasion of privacy, wrongful entry, eviction, false arrest or imprisonment, malicious prosecution, malicious use or abuse of process, assault, battery or discrimination;
3. for, based upon, arising out of, directly or indirectly resulting from or in consequence of actual or alleged seepage, pollution or contamination of any kind;
4. brought by or on behalf of any of the **Insureds** or the **Insureds** successors or assigns, or by or on behalf of any business enterprise which is operated or managed, directly or indirectly, in whole or in part, by any of the **Insureds**;
5. insured by any other policy or policies, except in respect of any excess beyond the amounts of the limits of liability of such other policy or policies where such **Claim** is otherwise covered by this Policy;

6. for, based upon or arising out of any **Wrongful Act** or Interrelated **Wrongful Act**, or out of any fact, circumstance or situation:
 - a) which has been the subject of any notice given prior to the **Policy Period** under any other policy, or
 - b) if on or before the **Continuity Date** any of the **Insureds** knew or should have known that such **Wrongful Act**, Interrelated **Wrongful Act**, fact, circumstance or situation could lead to a **Claim**. Knowledge of any **Wrongful Act**, Interrelated **Wrongful Act**, fact, circumstance or situation by an employee or agent of any of the **Insureds** other than a partner, officer, director, manager, or member manager of the **Company**, shall not be deemed knowledge by such **Insureds** of such **Wrongful Act**, Interrelated **Wrongful Act**, fact, circumstance or situation;
7. for, based upon, or arising out of any actual or alleged violation of the Employee Retirement Income Security Act of 1974, as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory law or common law;
8. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, the liability of others assumed by the **Company** under any contract or agreement, either oral or written, except and to the extent the **Company** would have been liable in the absence of such contract or agreement;
9. for, based upon, or arising out of plagiarism, infringement of any copyright, trademark, service mark, trade secrets, or patent;
10. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any prior and/or pending litigation as of the **Continuity Date**, or
 - (ii) any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory which such **Claim** is predicated;
11. for that portion of **Loss** which is covered under any other Coverage Section of this Policy.

D. LIMIT OF LIABILITY AND RETENTIONS

1. Insurer shall be liable to pay the percentage of **Loss** set forth in Item F. of the Declarations relating to this Coverage Section in excess of the amount of Retention up to the Limit of Liability under this Coverage Section, it being warranted that the remaining percentage of **Loss** shall be uninsured.
2. The amount shown in Item C. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of Insurer under this Coverage Section.
3. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times:
 - a) the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** is first made, or
 - b) the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Clause E.2., below.
4. Payments of **Loss** by Insurer shall reduce the Limit of Liability under this Coverage Section.
5. Insurer shall pay **Costs, Charges and Expenses** no more than once every 90 days.

E. NOTIFICATION

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give to Insurer notice in writing of any written **Claim** as soon as practicable but in no event later than sixty (60) days after the expiration of the **Policy Period**.
2. If, during the **Policy Period**, any of the **Insureds** first becomes aware of a specific **Wrongful Act** and if the **Insureds**, during the **Policy Period**, given written notice to Insurer as soon as practicable of:
 - a) the specific **Wrongful Act**, and
 - b) the consequences which have resulted or may result therefrom, and
 - c) the circumstances by which the **Insureds** first become aware thereof,

then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was first given to Insurer.
3. Notice to Insurer shall be given to the firm shown under Item G. of the Declarations for this Policy.

F. GENERAL PROVISIONS

Clause I., Run-Off Coverage, of the General Terms and Conditions Section does not apply to this Coverage Section.