

## Fiduciary Policy Comparisons

Hartford Fiduciary Liability Coverage PE 00 H015 02 0507, Common Terms and Conditions PE 00 H555 00 0507	Topic	Great American ExecPro Fiduciary Liability Insurance Policy D3100A (11/02)
June, 2008	<b>Date Info Entered or Last Modified</b>	July, 2008
<p>COMMON TERMS AND CONDITIONS Form PE 00 H555 00 0507 - DEFENSE AND SETTLEMENT</p> <p>Solely with respect to those Liability Coverage Parts other than the Miscellaneous Professional Liability Coverage Part:</p> <p>(A) The Insurer shall have the right and duty to defend any Claim for which the Insureds give notice to the Insurer, even if such Claim is groundless, false or fraudulent. The Insurer may make any investigation it deems appropriate.</p> <p>(B) The Insurer's duty to defend any Claim shall cease upon exhaustion of any applicable Limit of Liability.</p> <p>Notwithstanding the above, if Defense Outside the Limit of Liability is included in ITEM 5 of the Declarations, then the Insurer's duty to defend any Claim shall cease upon exhaustion of the maximum aggregate amount of Defense Costs available under Section V. DEFENSE COSTS, and any applicable Limit of Liability.</p> <p>(C) The Insureds shall not admit nor assume any liability, enter into any settlement agreement, stipulate to any judgement, or incur any Defense Costs regarding any Claim without the prior written consent of the Insurer, such consent not to be unreasonably withheld. The Insurer shall not be liable for any admission, assumption, settlement, stipulation, or Defense Costs to which it has not consented.</p> <p>(D) The Insurer may, with the written consent of the Insureds, settle any Claim for a monetary amount that the Insurer deems reasonable.</p> <p>(E) Notwithstanding the above, if Defense Outside the Limit of Liability is included in ITEM 5 of the Declarations, then the Insurer may settle any Claim for a monetary amount that the Insurer deems reasonable and the consent of the Insureds shall not be required to settle a Claim.</p> <p>(F) The Insureds shall give to the Insurer all information and cooperation as the Insurer may reasonably request.</p> <p>- DEFENSE COSTS</p> <p>Solely with respect to all Liability Coverage Parts: (A) Defense Costs shall be part of, and not in addition to, each applicable Limit of Liability. Payment of Defense Costs by the Insurer shall reduce each Limit of Liability.</p>	<b>Defense and Settlement</b>	<p style="text-align: right;">- Defense and Settlements</p> <p>A. The Insureds shall at all times have the right to associate with the Insurer in the investigation, defense or settlement of any Claim to which coverage under this Policy may apply.</p> <p>B. The Insurer has the right to settle any Claim. In the event the Insurer recommends a settlement and the Insured refuses to consent thereto, the Insurer shall be released from any obligation to further defend such Claim. Subject to the Limit of Liability, the Insurer's liability for such Claim is limited to the amount in excess of the Retention which the Insurer would have contributed to the settlement had the Insured consented to settlement, plus Costs of Defense covered by the Policy and incurred prior to the date of such refusal to settle.</p> <p>C. The Insureds have the right to assume the defense of any Claim against them. The Corporation shall exercise this option in writing on behalf of all Insureds within thirty (30) days of the reporting of the Claim to the Insurer. If this option is exercised, the Insurer shall not re-assume the defense of the Claim. The Insurer shall at all times have the right to associate with the Insured in the investigation, defense or settlement of any Claim to which coverage under this Policy may apply.</p> <p>D. The Insureds shall not retain counsel, incur Costs of Defense, admit liability, offer to settle, or agree to any settlement in connection with any Claim without the express prior written consent of the Insurer, which consent shall not be unreasonably withheld. The Insureds shall provide the Insurer with all information and particulars it may reasonably request in order to reach a decision as to such consent. Any Loss resulting from any admission of liability, agreement to settle, or Costs of Defense incurred prior to the Insurer's consent shall not be covered.</p> <p>E. In the event the Insured assumes the defense of any Claim, the Insurer shall advance Costs of Defense prior to the final disposition of any Claim, provided such Claim is covered by this Policy. Any advancement shall be on the condition that:</p> <ol style="list-style-type: none"> <li>(1) the appropriate Retention has been satisfied;</li> <li>(2) any amounts advanced by the Insurer shall serve to reduce the Limit of Liability stated in Item 3 of the Declarations to the extent they are not in fact repaid;</li> <li>(3) the Insureds and the Insurer have agreed upon the portion of the Costs of Defense attributable to covered Claims against the Insureds; and</li> <li>(4) in the event it is finally established that the Insurer has no liability under the Policy for such Loss, the Insureds will repay the Insurer upon demand all Costs of Defense advanced.</li> </ol> <p style="text-align: right;">Limit of Liability</p> <p>- Costs of Defense shall be part of, and not in addition to, the Limit of Liability stated in Item 3</p>

		of the Declarations, and such Costs of Defense shall serve to reduce the Limit of Liability.
<p>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</p> <p>- "Claim" means any:</p> <p>(1) Fiduciary Claim; or</p> <p>(2) Settlement Program Notice.</p> <p>- "Fiduciary Claim" means any:</p> <p>(1) written demand for monetary damages or other civil relief commenced by the receipt of such demand;</p> <p>(2) civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading;</p> <p>(3) criminal proceeding commenced by the return of an indictment; or</p> <p>(4) formal administrative or regulatory proceeding commenced by the filing or service of a notice of charges, formal investigative order or similar document, including an investigation by the Department of Labor or Pension Benefit Guaranty Corporation.</p> <p>"Fiduciary Claim" also means a written request to the Insureds to toll or waive a statute of limitations regarding a potential Fiduciary Claim as described above. Such Claim shall be commenced by the receipt of such request.</p>	<b>Definition--Claim</b>	<p>"Claim" shall mean:</p> <p>(1) a written demand for monetary or non-monetary relief made against any Insured; or</p> <p>(2) a civil, criminal, administrative or arbitration proceeding brought against any Insured seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt or filing of notice of charges or similar document, including any fact-finding investigation by the Department of Labor, the Internal Revenue Service, the Pension Benefit Guaranty Corporation, or other similar governmental agency located outside of the United States.</p>
<p>COMMON TERMS AND CONDITIONS Form PE 00 H555 00 0507</p> <p>"Employee" means any natural person while such person was or is a(n):</p> <p>(1) employee of an Insured Entity including any part time, seasonal, temporary, leased, or loaned employee; or</p> <p>(2) volunteer with an Insured Entity.</p> <p>However, this definition of Employee shall hereby expressly not apply for purposes of the Non-Liability Coverage Parts.</p>	<b>Definition--Employee</b>	No provision. Endorsement may be needed.
<p>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</p> <p>- "Insured(s)" means any:</p> <p>(1) Insured Entity;</p> <p>(2) Insured Person; or</p> <p>(3) Insured Plan.</p> <p>- "Insured Person" means any:</p> <p>(1) Manager;</p> <p>(2) Employee; or</p> <p>(3) past or present natural person trustee of an Insured Plan while in such person's capacity as a trustee, which shall also include the functional equivalent of a trustee while serving in such a position outside of the United States of America.</p> <p>COMMON TERMS AND CONDITIONS Form PE 00 H555 00 0507</p> <p>- "Insured Entity" means:</p> <p>(1) the Named Entity; or</p> <p>(2) any Subsidiary.</p> <p>- Insured Entity shall include any such entity as a Debtor in Possession.</p> <p>Insured Entity shall also include any such entity in its capacity as a general partner of a Controlled</p>	<b>Definition--Insured</b>	<p>- "Insured(s)" shall mean:</p> <p>(1) the Company;</p> <p>(2) any Employee Benefit Plan; and</p> <p>(3) any Insured Person.</p> <p>- "Insured Person" shall mean any natural person who was, now is or shall be a director, officer, partner, trustee or employee of the Company or any Employee Benefit Plan.</p> <p>- "Company" shall mean the Corporation and any Subsidiary.</p> <p>- "Corporation" shall mean the entity named in Item 1 of the Declarations.</p> <p>- "Subsidiary" shall mean any entity in which the Corporation owns, directly or indirectly, more than fifty percent (50%) of the voting stock:</p> <p>(1) on or before the inception date of this Policy;</p> <p>(2) subsequent to the inception date of this Policy by reason of being created or acquired by the Company after such date, if the entity's total assets do not exceed twenty-five percent (25%) of the total consolidated assets of the Corporation as of the inception date of this Policy; or</p> <p>(3) subsequent to the inception date of this Policy</p>

<p style="text-align: center;">Partnership.</p> <p>- "Controlled Partnership" means a limited partnership in which and so long as the Named Entity owns or controls, directly or indirectly, more than 50% of the limited partnership interest and an Insured Entity is the sole general partner.</p> <p>- "Debtor in Possession" means a "debtor in possession" as such term is defined in Chapter 11 of the United States Bankruptcy Code as well as any equivalent status under any similar law.</p> <p>- "Domestic Partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.</p> <p>- "Manager" means any natural person while such person was or is a(n):</p> <ol style="list-style-type: none"> <li>(1) duly elected or appointed director, officer, member of the board of managers or management committee member of an Insured Entity;</li> <li>(2) Employee in his/her capacity as legal counsel to an insured Entity; or</li> <li>(3) executive of an Insured Entity created outside the United States of America to the extent that such executive holds a position equivalent to those described in (1) or (2).</li> </ol> <p>However, this definition of Manager shall hereby expressly not apply for the purposes of the Kidnap and Ransom/Extortion Coverage Part.</p> <p>- "Named Entity" means the entity named in ITEM 1 of the Declarations.</p> <p>- "Notice Managers" means the natural persons in the offices of the chief executive officer, chief financial officer, general counsel or risk manager of an insured Entity.</p> <p>- "Subsidiary" means any:</p> <ol style="list-style-type: none"> <li>(1) corporation in which and so long as the Named Entity owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;</li> <li>(2) limited liability company in which and so long as the Named Entity owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity's managers;</li> <li>(3) a Controlled Partnership;</li> <li>(4) corporation operated as a joint venture in which and so long as the Named Entity owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the Named Entity solely controls the management and operation of such corporation; or</li> <li>(5) foundation, charitable trust or political action committee in which and so long as such entity or organization is controlled by the Named Entity or any Subsidiary as defined (1) through (4) above.</li> </ol> <p>However, this definition of Subsidiary shall hereby expressly not apply for purposes of the Miscellaneous Professional Liability Coverage Part.</p>		<p>by reason of being created or acquired by the Company other than as described in (2) above, if the Corporation, within ninety (90) days, provides the Insurer with written notice thereof and agrees to any premium adjustment and/or coverage revision that may be required by the Insurer.</p>
<b>HARTFORD FIDUCIARY LIABILITY</b>	<b>Definition--Loss</b>	- "Loss" shall mean damages, punitive or

<p>COVERAGE Form PE 00 H015 02 0507</p> <p>- "Loss" means the amount that the Insureds are legally liable to pay solely as a result of a Claim covered by this Liability Coverage Part, including Defense Costs, compensatory damages, settlement amounts, pre- and post-judgment interest, and costs awarded pursuant to judgments.</p> <p>Loss also includes punitive and exemplary damages and the multiple portion of any multiplied damage award where insurable by law.</p> <p>However, Loss shall not include:</p> <p>(1) taxes, fines or penalties imposed by law; provided, however, the foregoing shall not apply to:</p> <p>(a) Settlement Fees, provided that Settlement Program Coverage is elected;</p> <p>(b) civil penalties of up to 5% imposed upon the Insureds pursuant to ERISA Section 502(i) or up to 20% imposed pursuant to ERISA Section 502(l); or</p> <p>(c) civil penalties imposed upon the Insureds under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Coverage for such civil penalties referred to in this subparagraph (G)(1)(c) is conditioned upon the following: (i) payment of such Loss shall be subject to the sub-limit of liability specified in Item 5 of the Declarations and (ii) such sub-limit of liability shall be part of, and not in addition to, the Aggregate Limit of Liability for this Liability Coverage Part shown on the Declarations;</p> <p>(2) non-monetary relief; and</p> <p>(3) any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive, exemplary, multiple or liquidated damages, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.</p> <p>COMMON TERMS AND CONDITIONS Form PE 00 H555 00 0507</p> <p>- "Defense Costs" means reasonable and necessary legal fees and expenses incurred in the investigation, defense or appeal of a Claim. Defense Costs shall include the costs of appeal, attachment or similar bonds, provided that the Insurer shall have no obligation to furnish such bonds. Defense Costs shall not include salaries, wages, remuneration, overhead or benefit expenses associated with any Insureds.</p>		<p>exemplary damages, the multiple portion of any multiplied damage award, settlements, and Costs of Defense. Loss shall not include taxes, or any matter which may be deemed uninsurable under the law pursuant to which this Policy is construed, criminal or civil fines or penalties, except for the five percent (5%) or less civil penalty imposed upon an Insured under Section 502(i) of ERISA, and the twenty percent (20%) or less penalty imposed upon an Insured under Section 502(l) of ERISA, with respect to covered settlements or judgments. The enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for punitive or exemplary damages or the multiple portion of any multiplied damage award.</p> <p>- "Costs of Defense" shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation, defense or appeal of any Claim including the costs of an appeal bond, attachment bond or similar bond (but without obligation on the part of the Insurer to apply for or furnish such bonds). However, Costs of Defense shall not include salaries, wages, overhead or benefit expenses accruing to any employee of the Company.</p>
<p>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</p> <p>- "Insured Plan" means any past, present, or future:</p> <p>(1) employee welfare benefit plan or employee pension benefit plan, as defined in ERISA, sponsored solely by an Insured Entity, or jointly by an Insured Entity and a labor organization, for the benefit of Employees only;</p> <p>(2) employee benefit plan, including an excess benefit plan, not subject to Title 1 of ERISA, sponsored solely by an Insured Entity for the benefit of Employees only;</p> <p>(3) government-mandated insurance program for</p>	<p><b>Definition--Plan</b></p>	<p>- "Employee Benefit Plan" shall mean:</p> <p>(1) any Pension Plan or Welfare Plan in existence at the inception date of this Policy or any policy of which this Policy is a renewal; and</p> <p>(2) any other benefit plan not subject to Title I of ERISA which is sponsored solely by the Company for its employees.</p> <p>- "Mandated Benefit Program" shall mean any government-mandated insurance program for workers' compensation, unemployment, social security, or disability benefits for employees of the Company including programs governed by the Consolidated Omnibus Budget Reconciliation Act</p>

<p>unemployment, social security or disability benefits for Employees other than workers compensation; or</p> <p>(4) any other plan, fund, or program specifically included as an Insured Plan in a written endorsement issued by the Insurer to form a part of this Policy.</p> <p>Notwithstanding the above, an Insured Plan shall not include any:</p> <p>i. Employee Stock Ownership Plan; or</p> <p>ii. any multi-employer plan.</p> <p>- "Employee Stock Ownership Plan" means any Insured Plan that invests more than 10% of its assets in securities of Insured Entities.</p>		<p>of 1985 and any amendments thereto.</p> <p>- "Pension Plan" shall mean any employee pension benefit plan as defined in ERISA, with the exception of any multi-employer plans or trusts as defined by ERISA, or in any related or similar state, local or foreign law or regulation which provides for benefits or services to employees of the Company.</p> <p>- "Welfare Plan" shall mean any employee welfare benefit plan as defined in ERISA or in any related or similar state, local or foreign law or regulation which provides for benefits or services to employees of the Company.</p>
<p><b>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</b></p> <p>- "Wrongful Act" means any actual or alleged:</p> <p>(1) error, misstatement, misleading statement, act, omission, neglect or breach of duty constituting a violation of any responsibilities, obligations or duties imposed upon fiduciaries of an Insured Plan by ERISA or any similar law;</p> <p>(2) breach of the responsibilities, obligations or duties imposed upon an Insured by HIPAA;</p> <p>(3) error, misstatement, misleading statement, act, omission, neglect or breach of duty in counseling, providing interpretations, handling records, or effecting enrollment, termination or cancellation of Employees, participants, or beneficiaries under an Insured Plan; or</p> <p>(4) matter claimed against an Insured solely due to such Insured acting in the capacity of a fiduciary of an Insured Plan.</p> <p><b>COMMON TERMS AND CONDITIONS Form PE 00 H555 00 0507</b></p> <p>- "Interrelated Wrongful Acts" means Wrongful Acts that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes.</p>	<p><b>Definition--Wrongful Act</b></p>	<p>- "Wrongful Act(s)" shall mean:</p> <p>(1) with respect to an Employee Benefit Plan, any actual or alleged violation of any of the responsibilities, obligations, or duties imposed upon fiduciaries of an Employee Benefit Plan by ERISA or the common law or statutory law of any jurisdiction;</p> <p>(2) any actual or alleged act, omission, error, misstatement, misleading statement, neglect or breach of duty in the Administration of any Employee Benefit Plan or Mandated Benefit Program; and/or</p> <p>(3) any other matter claimed against any Insured solely by reason of their status as a fiduciary of any Employee Benefit Plan.</p> <p>- "Administration" shall mean giving counsel to, interpreting and handling records associated with, or enrolling or canceling participation of employees of the Company.</p> <p>- "Related Wrongful Acts" shall mean Wrongful Acts which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.</p>
<p><b>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</b></p> <p>for bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person, or damage to or destruction of any tangible property, including loss of use or diminution of value thereof</p>	<p><b>Exclusion--Bodily Injury</b></p>	<p>for any actual or alleged:</p> <p>(1) bodily injury, sickness, disease, or death of any person;</p> <p>(2) damage to or destruction of any tangible property, including the loss of use thereof; and/or</p> <p>(3) mental anguish, emotional distress, libel or slander;</p>
<p><b>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</b></p> <p>in connection with any Claim based upon, arising from, or in any way related to the liability of others assumed under any contract or agreement, provided that this exclusion shall not apply to liability:</p> <p>(a) that would have been incurred in the absence of such contract or agreement; or</p> <p>(b) assumed under any agreement or declaration of trust under which any Insured Plan was established</p>	<p><b>Exclusion--Contractual</b></p>	<p>No provision. Endorsement may be needed.</p>
<p><b>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</b></p>	<p><b>Exclusion--Intentional Acts</b></p>	<p>brought about or contributed to by:</p> <p>(1) any Insureds gaining any profit, advantage or</p>

<p>- of an Insured based upon, arising from, or in any way related to the gaining, in fact, of any personal profit, remuneration or advantage to which such Insured is not legally entitled; or</p> <p>- of an Insured based upon, arising from, or in any way related to any criminal or deliberately fraudulent act or omission or any willful violation of law by such Insured if a judgment or other final adjudication establishes such an act, omission or violation; provided, however, that this exclusion shall only apply to Insured Entities if a past or present chief executive officer, chief financial officer or general counsel of the Named Entity committed such an act, omission or willful violation.</p> <p>Regarding exclusion: The Wrongful Act of an Insured shall not be imputed to any other Insured.</p>		<p>remuneration to which they were not legally entitled;</p> <p>(2) the deliberately fraudulent or criminal acts of any Insureds; or</p> <p>(3) the intentional non-compliance with any statute or regulation by an Insured or by a person for whose actions the Insured is legally responsible.</p> <p>This exclusion shall only apply if it is finally adjudicated that such conduct in fact occurred. For purposes of determining the applicability of this exclusion, the Wrongful Act of any Insured shall not be imputed to any other Insured;</p>
<p><b>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</b></p> <p>in connection with any Claim based upon, arising from, or in any way related to any:</p> <p>(a) discharge, dispersal, release, or escape of Pollutants, or any threat of such discharge, dispersal, release or escape; or</p> <p>(b) direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants</p>	<p><b>Exclusion--Pollution</b></p>	<p>based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving actual or alleged seepage, pollution, radiation, emission or contamination of any kind;</p>
<p><b>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</b></p> <p>- in connection with any Claim based upon, arising from, or in any way related to any prior or pending demand, suit or proceeding against any Insureds as of the applicable Prior or Pending Date in Item 5 of the Declarations or the same or any substantially similar fact, circumstance or situation underlying or alleged in such demand, suit or proceeding;</p> <p>- in connection with any Claim based upon, arising from, or in any way related to any fact, circumstance or situation that, before the Inception Date in Item 3 of the Declarations, was the subject of any notice given under any other insurance policy;</p>	<p><b>Exclusion--Prior Acts</b></p>	<p>- based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any Wrongful Act or Related Wrongful Acts or any fact, circumstance or situation which has been the subject of any notice given or Claim reported under any other policy of which this Policy in whole or in part is a direct or indirect renewal or replacement;</p> <p>- based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any prior and/or pending civil, criminal, administrative or investigative proceeding involving any Insured as of the date stated in Item 7 of the Declarations, or any fact, circumstance or situation underlying or alleged in such proceeding;</p> <p>- for any Wrongful Act of any Employee Benefit Plan, Subsidiary, entity that merges with the Company, or Insured Persons of such Employee Benefit Plan, Subsidiary or merged entity occurring:</p> <p>(1) prior to the date such plan became an Employee Benefit Plan of the Company, or prior to the date such entity became a Subsidiary or was merged with the Company;</p> <p>(2) subsequent to the date such plan became an Employee Benefit Plan of the Company, or subsequent the date such entity became a Subsidiary or was merged with the Company, which together with a Wrongful Act occurring prior to such date, would constitute Related Wrongful Acts; or</p> <p>(3) subsequent to the date the Corporation ceased to own, directly or indirectly, more than fifty percent (50%) of the voting stock of such Subsidiary;</p>

<p>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</p> <p>- of an Insured based upon, arising from, or in any way related to the gaining, in fact, of any personal profit, remuneration or advantage to which such Insured is not legally entitled; or</p> <p>- of an Insured based upon, arising from, or in any way related to any criminal or deliberately fraudulent act or omission or any willful violation of law by such Insured if a judgment or other final adjudication establishes such an act, omission or violation; provided, however, that this exclusion shall only apply to Insured Entities if a past or present chief executive officer, chief financial officer or general counsel of the Named Entity committed such an act, omission or willful violation.</p> <p>Regarding exclusion: The Wrongful Act of an Insured shall not be imputed to any other Insured.</p>	<p><b>Exclusion--Profits</b></p>	<p>brought about or contributed to by:</p> <p>(1) any Insureds gaining any profit, advantage or remuneration to which they were not legally entitled;</p> <p>(2) the deliberately fraudulent or criminal acts of any Insureds; or</p> <p>(3) the intentional non-compliance with any statute or regulation by an Insured or by a person for whose actions the Insured is legally responsible.</p> <p>This exclusion shall only apply if it is finally adjudicated that such conduct in fact occurred. For purposes of determining the applicability of this exclusion, the Wrongful Act of any Insured shall not be imputed to any other Insured;</p>
<p>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</p> <p>in connection with any Claim based upon, arising from, or in any way related to any:</p> <p>(a) claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or failure to grant meal and rest periods; or</p> <p>(b) actual or alleged violation of the Fair Labor Standards Act, Equal Pay Act, Worker Adjustment and Retraining Notification Act, or any rule or regulation promulgated thereunder, or similar federal, state, local or common laws, rules or regulations</p>	<p><b>Exclusion--Specific Laws</b></p>	<p>other than Costs of Defense: arising out of the failure to comply with any law concerning workers' compensation, unemployment insurance, social security, or disability benefits.</p>
<p>Bodily injury, Emotional distress, Property damage; Prior or pending litigation; Prior notice; Pollution; Contractual; Workers compensation, benefit laws, Failure to grant meal and rest periods; FLSA; Equal Pay Act; WARN; Illegal profit, remuneration or advantage; Intentional acts.</p> <p>Other than that portion of Loss that represents Defense Costs incurred to defend the following allegations or demands, the Insurer shall not pay</p> <p>Loss for any Claim:</p> <p>Failure to pay benefits pursuant to an Insured plan; Failure to fund or collect contributions owed to an Insured plan; Return or reversion of any contributions or assets to an Insured entity from an Insured plan.</p>	<p><b>Exclusions List</b></p>	<p>Illegal profit, remuneration or advantage; Intentional acts; Intentional non-compliance with any statute or regulation; Prior Notice; Prior and/or pending litigation; Bodily Injury; Property Damage; Mental anguish, libel or slander; Pollution; Acts of Plan or Subsidiary prior or subsequent to the date such plan or entity became a Plan or Subsidiary of the Company; Other Insurance; Employee benefit plan that was sold, spun-off, merged or terminated.</p> <p>Other than Costs of Defense: Failure to collect contributions owed to any Plan or for the return of any assets to an employer if such amounts are or could be chargeable to any Plan; Benefits paid or payable to a participant or beneficiary of any Plan if such benefits are paid from the assets of any Plan; Workers Compensation, benefit laws.</p>
<p>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</p> <p>- INSURING AGREEMENTS</p> <p>(A) Fiduciary Liability</p> <p>The Insurer shall pay Loss on behalf of the Insureds resulting from a Fiduciary Claim first made against the Insureds during the Policy Period or Extended Reporting Period, if applicable, for a Wrongful Act by the Insureds or by any person for whose Wrongful Acts the Insureds are legally responsible</p>	<p><b>Insuring Agreement</b></p>	<p>- Insuring Agreement</p> <p>The Insurer shall:</p> <p>A. assume the Duty to Defend any Claim covered by this Policy and made against the Insureds during the Policy Period or the Discovery Period for a Wrongful Act by an Insured or any person for whom the Insured is legally responsible even if the allegations of such Claim are groundless, false or fraudulent; and</p> <p>B. pay on behalf of the Insureds all Loss which the Insureds shall be legally obligated to pay as a</p>

<p>(B) Settlement Programs (Elective)  If Settlement Program Coverage is included in Item 5 of the Declarations, the Insurer shall pay Settlement Fees on behalf of the Insureds resulting from a Settlement Program for which a Settlement Program Notice is received by the Insurer during the Policy Period or Extended Reporting Period, if applicable, for a Wrongful Act by the Insureds.  This Insuring Agreement shall be subject to a Sublimit of Liability of \$100,000. Such a Sublimit of Liability shall be the maximum aggregate amount that the Insurer shall pay under this Insuring Agreement for all Loss from all Claims covered under this Insuring Agreement. Such Sublimit of Liability shall be subject to, part of, and not in addition to, the Limit of Liability applicable to this Liability Coverage Part. This Insuring Agreement shall also be subject to the Settlement Program Coverage Retention and Prior or Pending Date in Item 5 of the Declarations.  COMMON TERMS AND CONDITIONS Form PE 00 H555 00 0507  - COVERAGE EXTENSIONS  (A) Spousal/Domestic Partner Liability Coverage  Coverage shall apply to the lawful spouse or Domestic Partner of an Insured Person for a Claim made against such spouse or Domestic Partner, provided that:  (1) such Claim arises solely out of:  (a) such person's status as the spouse or Domestic Partner of an Insured Person; or  (b) such spouse or Domestic Partner's ownership of property sought as recovery for a Wrongful Act;  (2) the Insured Person is named in such Claim together with the spouse or Domestic Partner; and  (3) coverage of the spouse or Domestic Partner shall be on the same terms and conditions, including any applicable Retention, as apply to coverage of the Insured Person for such Claim.  No coverage shall apply to any Claim for a Wrongful Act of such spouse or Domestic Partner.  (B) Estates and Legal Representatives  In the event of the death, incapacity or bankruptcy of an Insured Person, any Claim made against the estate, heirs, legal representatives or assigns of such Insured Person for a Wrongful Act of such Insured Person shall be deemed to be a Claim made against such Insured Person. No coverage shall apply to any Claim for a Wrongful Act of such estate, heirs, legal representatives or assigns.</p>		<p>result of a Claim described in above.  - Coverage Extensions  (1) Created, Acquired or Merged Plans  Any Employee Benefit Plan (other than an Employee Stock Ownership Plan as defined in ERISA, or in any related or similar state, local or foreign law or regulation) which, subsequent to the effective date of this Policy, is created or acquired by the Company, or merged with any Employee Benefit Plan which was afforded coverage under this Policy prior to such merger shall be included as an Insured as of the date of creation, acquisition or merger unless the created, acquired, or merged Employee Benefit Plan is a Pension Plan whose assets exceed ten percent (10%) of the assets of all Pension Plans of the Company as of the inception date of the Policy. In that event, if written notice thereof is given to the Insurer within ninety (90) days of such creation, acquisition, or merger, and the Insured agrees to any premium adjustments and/or coverage revision as may be required by the Insurer, then such Pension Plan shall be included as an Insured as of the date of creation, acquisition or merger. In any event, coverage shall only be afforded for Wrongful Acts actually or allegedly taking place after the date of such creation, acquisition or merger unless the Insurer agrees by written endorsement to provide coverage for Wrongful Acts actually or allegedly taking place at an earlier date.  (2) Spousal Provision  The coverage provided by this Policy shall also apply to the lawful spouse of an Insured Person, but only for Claims arising out of any actual or alleged Wrongful Acts of an Insured Person.  (3) Worldwide Provision  The coverage provided under this Policy shall apply worldwide.  (4) Estates and Legal Representatives  The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives or assigns of any Insured Person in the event of their death, incapacity or bankruptcy, but only for Claims arising out of any actual or alleged Wrongful Acts of an Insured Person.</p>
Negotiable	<b>Maximum Limit</b>	\$25,000,000
<p>No provision. Endorsement may be needed.</p>	<b>New Plans</b>	<p>Created, Acquired or Merged Plans  Any Employee Benefit Plan (other than an Employee Stock Ownership Plan as defined in ERISA, or in any related or similar state, local or foreign law or regulation) which, subsequent to the effective date of this Policy, is created or acquired by the Company, or merged with any Employee Benefit Plan which was afforded coverage under this Policy prior to such merger shall be included as an Insured as of the date of creation, acquisition or merger unless the created, acquired, or merged Employee Benefit Plan is a</p>



		<p>Pension Plan whose assets exceed ten percent (10%) of the assets of all Pension Plans of the Company as of the inception date of the Policy. In that event, if written notice thereof is given to the Insurer within ninety (90) days of such creation, acquisition, or merger, and the Insured agrees to any premium adjustments and/or coverage revision as may be required by the Insurer, then such Pension Plan shall be included as an Insured as of the date of creation, acquisition or merger. In any event, coverage shall only be afforded for Wrongful Acts actually or allegedly taking place after the date of such creation, acquisition or merger unless the Insurer agrees by written endorsement to provide coverage for Wrongful Acts actually or allegedly taking place at an earlier date.</p>
<p>COMMON TERMS AND CONDITIONS Form PE 00 H555 00 0507</p> <p>If Loss arising from any Claim is insured under any other valid and collectible policy or policies, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's Policy Number.</p>	<p><b>Other Insurance</b></p>	<p style="text-align: right;">- Exclusions</p> <p>The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against any Insured:</p> <ul style="list-style-type: none"> <li>- which is insured in whole or in part by another valid policy or policies (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise;</li> </ul>
<p>HARTFORD FIDUCIARY LIABILITY COVERAGE Form PE 00 H015 02 0507</p> <p>TERMINATED PLAN COVERAGE</p> <p>Subject to the terms and conditions of this Policy and Liability Coverage Part, coverage shall be afforded for Loss resulting from any Claim against the Insureds for a Wrongful Act involving any Insured Plan terminated by an Insured Entity, including post-termination Wrongful Acts.</p>	<p><b>Plan Termination</b></p>	<p style="text-align: right;">- Exclusions</p> <p>The Insurer shall not be liable to make any payment for Loss in connection with any Claim made against any Insured:</p> <ul style="list-style-type: none"> <li>- involving any Employee Benefit Plan that was sold, spun-off, merged, or terminated, except for any Wrongful Act committed or allegedly committed prior to the date of such sale, spin-off, merger, or termination;</li> </ul>
<p>COMMON TERMS AND CONDITIONS Form PE 00 H555 00 0507</p> <p>APPLICATION</p> <p>(A) The Insureds represent that the declarations and statements contained in the Application are true, accurate and complete. This Policy is issued in reliance upon the Application.</p> <p>(B) If the Application contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by the Insurer:</p> <p>(1) For the purpose of determining coverage under all Coverage Parts other than the Directors, Officers and Entity Liability Coverage Part, no coverage shall be afforded under this Policy for any Insureds who knew on the Inception Date of this Policy of the facts that were so misrepresented, provided that:</p> <ul style="list-style-type: none"> <li>(a) knowledge possessed by any Insured Person shall not be imputed to any other Insured Person; and</li> <li>(b) knowledge possessed by any chief executive officer, general counsel, or chief financial officer</li> </ul>	<p><b>Severability</b></p>	<p style="text-align: right;">Proposal Forms</p> <p>The particulars and statements contained in the Proposal Forms and any information provided therewith (which shall be on file with the Insurer and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed by the Insureds that the statements in the Proposal Forms or in any information provided therewith are their representations, they are material, and this Policy is issued in reliance upon the truth of such representations; provided, however, that except for material facts or circumstances known to the person(s) who signed the Proposal Forms, any misstatement or omission in such Proposal Forms or information provided therewith in respect of a specific Wrongful Act by a particular Insured or his cognizance of any matter which he has reason to suppose might afford grounds for a future Claim against him shall not be imputed to any other Insured for purposes of determining the validity of this Policy as to</p>

of the Named Entity, or anyone signing the Application, shall be imputed to all Insured Entities. No other person's knowledge shall be imputed to an Insured Entity.		such other Insured.
All Risks Considered	<b>Types of Risks</b>	All Risks Considered

Advise Corner