

STARR SURPLUS LINES INSURANCE COMPANY
399 Park Avenue, New York, NY 10022 • Tel. (646) 227-6300

RESOLUTE PORTFOLIOSM
For Private Companies

POLICY NUMBER:
RENEWAL OF:

NOTICE (Applicable to all Coverage Sections Other Than the Crime and Fidelity Coverage Section): EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS GENERALLY LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.

NOTICE (Applicable to all Coverage Sections Other Than the Crime and Fidelity Coverage Section): THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS. AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.

NOTICE (Applicable to all Coverage Sections Other Than the Crime and Fidelity Coverage Section): THE INSURER HAS NO DUTY TO DEFEND ANY CLAIM UNDER THIS POLICY EXCEPT WITH RESPECT TO ANY CLAIM FOR WHICH THE POLICY SPECIFICALLY STATES THAT DUTY TO DEFEND COVERAGE IS PROVIDED.

NOTICE (Applicable to All Coverage Sections): PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

DECLARATIONS

ITEM 1: PARENT COMPANY:

ADDRESS:

ITEM 2: POLICY PERIOD:

From: _____ To: _____
(12:01 a.m. Standard Time at the address stated in Item 1)

ITEM 3: COVERAGE SECTIONS

This policy provides coverage only for the following Coverage Sections if purchased by the **Insured** and indicated by an X.

Directors & Officers Liability Coverage Section	Yes ____	No ____
Derivative Demand Coverage	Yes ____	No ____
Employment Practices Liability Coverage Section	Yes ____	No ____
Third-Party Liability Coverage	Yes ____	No ____
Fiduciary Liability Coverage Section	Yes ____	No ____
Voluntary Compliance Program Coverage	Yes ____	No ____
Crime and Fidelity Coverage Section	Yes ____	No ____

DECLARATIONS (continued)

POLICY NO.:

ITEM 4: LIMITS OF LIABILITY

The Limits of Liability of this policy apply solely to the Coverage Section(s) for which a corresponding limit of liability amount is set forth below.

A. AGGREGATE LIMIT OF LIABILITY FOR EACH SEPARATE COVERAGE SECTION OTHER THAN THE CRIME AND FIDELITY COVERAGE SECTION

(i)

Separate Coverage Section: Directors & Officers Liability	\$
Sublimit of Liability for Derivative Demand Coverage	\$

(ii)

Separate Coverage Section: Employment Practices Liability	\$
Sublimit of Liability for Third-Party Liability Coverage	\$

(iii)

Separate Coverage Section: Fiduciary Liability	\$
Sublimit of Liability for Voluntary Compliance Program Coverage	\$
Sublimit of Liability for HIPAA Claim Coverage	\$

Each Sublimit of Liability set forth in Item 4 A. above is part of, and not in addition to, the Limit of Liability for the corresponding Separate Coverage Section.

B. AGGREGATE LIMIT OF LIABILITY FOR EACH COMBINED COVERAGE SECTION OTHER THAN THE CRIME AND FIDELITY COVERAGE SECTION

(i)

Combined Coverage Section: Directors & Officers Liability / Employment Practices Liability / Fiduciary Liability	\$
Sublimit of Liability for Derivative Demand Coverage	\$
Sublimit of Liability for Third-Party Liability Coverage	\$
Sublimit of Liability for Voluntary Compliance Program Coverage	\$
Sublimit of Liability for HIPAA Claim Coverage	\$

(ii)

Combined Coverage Section: Directors & Officers Liability / Employment Practices Liability	\$
Sublimit of Liability for Derivative Demand Coverage	\$
Sublimit of Liability for Third-Party Liability Coverage	\$

(iii)

Combined Coverage Section: Directors & Officers Liability / Fiduciary Liability	\$
Sublimit of Liability for Derivative Demand Coverage	\$
Sublimit of Liability for Voluntary Compliance Program Coverage	\$
Sublimit of Liability for HIPAA Claim Coverage	\$

DECLARATIONS (continued)

POLICY NO.:

(iv)

Combined Coverage Section: Employment Practices Liability / Fiduciary Liability	\$
Sublimit of Liability for Third-Party Liability Coverage	\$
Sublimit of Liability for Voluntary Compliance Program Coverage	\$
Sublimit of Liability for HIPAA Claim Coverage	\$

Each Sublimit of Liability set forth in Item 4 B. above is part of, and not in addition to, the Limit of Liability for the corresponding Combined Coverage Section.

The Limits of Liability set forth in Item 4 A. and B. above are the maximum limits of liability for all **Loss** including **Defense Costs**, under the applicable Coverage Section(s).

C. AGGREGATE POLICY LIMIT OF LIABILITY \$

The above Limit of Liability set forth in Item 4 C. above is the maximum limit of liability for all **Loss**, including **Defense Costs**, for all Coverage Sections purchased other than the Crime and Fidelity Coverage Section.

D. PER OCCURRENCE LIMIT OF LIABILITY- CRIME AND FIDELITY COVERAGE SECTION

The Limits of Liability of this policy apply solely to the Crime and Fidelity Coverage Section(s) for which a corresponding limit of liability amount is set forth below.

Crime and Fidelity Coverage Section:

(i) Insuring Agreement A, Employee Theft	\$
(ii) Insuring Agreement B, Forgery or Alteration	\$
(iii) Insuring Agreement C, Inside the Premises – Loss of Money and Securities	\$
(iv) Insuring Agreement D, Inside the Premises - Robbery or Safe Burglary of Other Property	\$
(v) Insuring Agreement E, Outside the Premises	\$
(vi) Insuring Agreement F, Computer Fraud	\$
(vii) Insuring Agreement G, Funds Transfer	\$
(viii) Insuring Agreement H, Money Orders and Counterfeit Money	\$
(ix) Insuring Agreement I, Credit, Debit, Charge Card Forgery	\$
(x) Insuring Agreement J, Clients' Property	\$
(xi) Insuring Agreement K, Investigative Expense Incurred to Establish Amount of Covered Loss	\$

DECLARATIONS (continued)

POLICY NO.:

ITEM 5: RETENTION OR DEDUCTIBLE AMOUNTS

RETENTION AMOUNTS

A. Directors & Officers Liability Coverage Section:

(i) Insuring Agreement A.	\$
(ii) Insuring Agreement B. and C.	\$
(iii) Insuring Agreement D.	\$0

B. Employment Practices Liability Coverage Section:

(i) Insuring Agreement A. - Employment Practices Liability Coverage	\$
(ii) Insuring Agreement B. - Third-Party Liability Coverage	\$

C. Fiduciary Liability Coverage Section:

(i) Insuring Agreement A. - Fiduciary Liability Coverage All Claims, except HIPAA Claims	\$
HIPAA Claims	\$0
(ii) Insuring Agreement B. - Voluntary Compliance Program Coverage	\$0

DEDUCTIBLE AMOUNTS

D. Crime and Fidelity Coverage Section:

(i) Insuring Agreement A, Employee Theft	\$
(ii) Insuring Agreement B, Forgery or Alteration	\$
(iii) Insuring Agreement C, Inside the Premises – Loss of Money and Securities	\$
(iv) Insuring Agreement D, Inside the Premises - Robbery or Safe Burglary of Other Property	\$
(v) Insuring Agreement E, Outside the Premises	\$
(vi) Insuring Agreement F, Computer Fraud	\$
(vii) Insuring Agreement G, Funds Transfer	\$
(viii) Insuring Agreement H, Money Orders and Counterfeit Money	\$
(ix) Insuring Agreement I, Credit, Debit, Charge Card Forgery	\$
(x) Insuring Agreement J, Clients' Property	\$
(xi) Insuring Agreement K, Investigative Expense Incurred to Establish Amount of Covered Loss	\$

ITEM 6: PENDING OR PRIOR DATE

A. Directors & Officers Liability Coverage Section:

(i) Insuring Agreement A.	
(ii) Insuring Agreement B. and C.	

B. Employment Practices Liability Coverage Section:

(i) Insuring Agreement A - Employment Practices Liability Coverage	
(ii) Insuring Agreement B. – Third-Party Liability Coverage	

C. Fiduciary Liability Coverage Section:

(i) Fiduciary Liability Coverage	
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D. Crime and Fidelity Coverage Section:

Not Applicable

DECLARATIONS (continued)

POLICY NO.:

ITEM 7: PREMIUM

A. Directors & Officers Liability Coverage Section:	\$
B. Employment Practices Liability Coverage Section:	\$
C. Fiduciary Liability Coverage Section:	\$
D. Crime and Fidelity Coverage Section:	\$
E. Total Policy Premium:	\$

ITEM 8: DISCOVERY PERIOD (APPLICABLE TO ALL COVERAGE SECTIONS OTHER THAN CRIME AND FIDELITY)

- A. One Year: **100% of the applicable premium**
- B. Two to Six Years: **Premium to be determined**

ITEM 9: ADDRESS OF INSURER AND ITS AUTHORIZED CLAIMS AGENT FOR NOTICES UNDER THIS POLICY

A. Claims-Related Notices

STARR ADJUSTMENT SERVICES, INC.
399 PARK AVENUE, 9TH FLOOR
NEW YORK, NY 10022

e-mail: StarrFLPLClaims@starrcompanies.com

B. All Other Notices To The Insurer:

STARR SURPLUS LINES INSURANCE COMPANY
ATTN: FINANCIAL LINES DEPARTMENT
399 PARK AVE. 8TH FLOOR
NEW YORK, NY 10022

In Witness Whereof, the **Insurer** has caused this policy to be executed and attested. This policy shall not be valid unless countersigned by a duly authorized representative of the **Insurer**.

AUTHORIZED REPRESENTATIVE