



**DARWIN SELECT INSURANCE COMPANY**  
**(A member company of Allied World Assurance Company Holdings Ltd.)**  
9 Farms Spring Road, Farmington, CT 06032 • Tel. (860) 284-1300 • Fax (860) 284-1301

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**FORCEFIELD<sup>SM</sup>**  
**PRIVATE COMPANY**  
**MANAGEMENT LIABILITY PACKAGE POLICY**

POLICY NUMBER: <POLICYNO>

RENEWAL OF: <PRIOR\_POLNO>

**NOTICES**

THE FOLLOWING NOTICES ARE APPLICABLE TO ALL COVERAGE SECTIONS, EXCEPT THE CRIME AND THE KIDNAP AND RANSOM/EXTORTION COVERAGE SECTIONS.

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 INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.

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.

THE INSURER DOES NOT ASSUME THE DUTY TO DEFEND ANY CLAIM UNDER THIS POLICY; HOWEVER, IF THE INSURED TENDERS THE DEFENSE OF ANY CLAIM TO THE INSURER IN ACCORDANCE WITH THE TERMS HEREIN, THE INSURER SHALL ASSUME THE DEFENSE OF SUCH CLAIM.

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*PLEASE READ THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.*

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**DECLARATIONS**

ITEM 1. NAMED INSURED: <INSURED>

ADDRESS: <ADDRESS>

ITEM 2. POLICY PERIOD:

Inception Date: <POLEFFDATE> Expiration Date: <POLEXDATE>  
(12:01 a.m. Standard Time at the address stated in Item 1)

**ITEM 3. COVERAGE SECTIONS AND PREMIUM**

This Policy provides coverage under a Coverage Section only if purchased by the **Insured** and indicated by an “X” below.

	<b>Liability Coverage Section</b>	<b>Premium</b>
<input type="checkbox"/>	Directors and Officers Liability Coverage Section	
<input type="checkbox"/>	Employment Practices Liability Coverage Section	
<input type="checkbox"/>	Fiduciary Liability Coverage Section	
<input type="checkbox"/>	Employed Lawyers Coverage Section	
<input type="checkbox"/>	Crime Coverage Section	
<input type="checkbox"/>	Kidnap and Ransom/Extortion Coverage Section	
	<b>Total Policy Premium</b>	

**ITEM 4. LIMITS OF LIABILITY AND RETENTIONS OR DEDUCTIBLES**

**A. LIMIT OF LIABILITY AND RETENTION FOR EACH COVERAGE SECTION**

(Other than the Crime and Kidnap and Ransom/Extortion Coverage Sections.)

<b>Coverage Section</b>	<b>Separate Limit of Liability</b>	<b>Shared Limit of Liability</b>	<b>Retention*</b>
Directors and Officers Liability Coverage Section		Shared With:	All Claims:
Employment Practices Liability Coverage Section		Shared With:	All Claims:
Third Party Liability Coverage Sublimit of Liability			
Fiduciary Liability Coverage Section		Shared With:	All Claims:
Employed Lawyers Coverage Section		Shared With:	All Claims:

*\*With respect to all Coverage Sections listed above, no Retention amount is applicable to Non-Indemnifiable Loss.*

**B. AGGREGATE LIMIT OF LIABILITY**

*The Aggregate Limit of Liability set forth above is the maximum Limit of Liability of the Insurer for all Loss for which coverage is provided under all Coverage Sections listed in Item 4.A. above. This Aggregate Limit of Liability does not apply to the Crime and Kidnap and Ransom/Extortion Coverage Sections.*

**C. LIMITS OF LIABILITY AND DEDUCTIBLES FOR CRIME COVERAGE SECTION**

<b>Insuring Agreement</b>	<b>Limit of Liability for a Single Loss</b>	<b>Deductible, each Single Loss</b>
Insuring Agreement A “Employee Theft” Coverage		
Insuring Agreement B “Forgery or Alteration” Coverage		
Insuring Agreement C “Inside the Premises” Coverage		
Insuring Agreement D “In Transit” Coverage		
Insuring Agreement E “Computer Fraud” Coverage		

Insuring Agreement F "Funds Transfer Fraud" Coverage		
Insuring Agreement G "Money Orders and Counterfeit Currency Fraud" Coverage		
Insuring Agreement H "Credit Card Fraud" Coverage		

**D. CRIME COVERAGE SECTION AGGREGATE LIMIT OF LIABILITY**

*This Aggregate Limit of Liability set forth above is the maximum Limit of Liability of the Insurer for all loss for which coverage is provided under the Crime Coverage Section.*

**E. LIMITS OF INSURANCE AND RETENTIONS FOR KIDNAP AND RANSOM/EXTORTION COVERAGE SECTION**

Insuring Agreement	Limit of Insurance, Per Insured Event	Annual Aggregate Limit of Insurance	Retention, Per Insured Event
Insuring Agreement A "Kidnap and Ransom/Extortion"			
Insuring Agreement B "In-Transit/Custody"			
Insuring Agreement C "Expenses"			
Insuring Agreement D "Personal Loss"	Per Insured Person; Per Insured Event		
Insuring Agreement E "Legal Costs"			

**F. OTHER COVERAGE LIMITS AND SUBLIMITS**

Coverage	Limit of Liability
Dedicated Excess Coverage for Insured Persons (D&O)	
Sublimit of Liability for:	
Derivative Demand Coverage (D&O)	
Strategic Response Costs Coverage (D&O)	
Voluntary Compliance Program Coverage (Fiduciary)	
HIPAA Claim Coverage (Fiduciary)	
Restoration Expenses (Crime)	
Authentication Expenses (Crime)	
Punitive Damages Coverage Options for D&O and EPL Coverage Sections:	
<input type="checkbox"/> D&O Punitive Damages Sublimit of Liability:	
<input type="checkbox"/> EPL Punitive Damages Sublimit of Liability:	
<input type="checkbox"/> Shared Punitive Damages Sublimit of Liability for D&O and EPL	
<input type="checkbox"/> No Punitive Damages Sublimit of Liability for D&O or EPL*	

*\* With respect to Punitive Damages Coverage, if "No Punitive Damages Sublimit of Liability for D&O or EPL" is selected above, the Limit of Liability for Punitive Damages shall be equal to either the D&O or the EPL Coverage Section Limit of Liability, as applicable, set forth above in Item 4.A.*

**ITEM 5. COVERAGE DATES**

<b>Coverage Section</b>	<b>Date</b>
Directors and Officers Liability Coverage Section	Pending or Prior Date:
Employment Practices Liability Coverage Section	Pending or Prior Date:
Fiduciary Liability Coverage Section	Pending or Prior Date:
Employed Lawyers Liability Coverage Section	Pending or Prior Date:
Crime Coverage Section	N/A
Kidnap and Ransom/Extortion Coverage Section	N/A

**ITEM 6. DISCOVERY PERIOD**

1 Year:	
2 Years:	
3 Years:	
4 Years:	
5 Years:	
6 Years:	

**ITEM 7. ADDRESS OF INSURER FOR NOTICES UNDER THIS POLICY**

**A. Claim-Related Notices:**

**DARWIN SELECT INSURANCE COMPANY  
ATTN: CLAIMS DEPARTMENT  
9 FARM SPRINGS ROAD  
FARMINGTON, CT 06032  
or  
[noticeofloss@darwinpro.com](mailto:noticeofloss@darwinpro.com)**

**B. All Other Notices:**

**DARWIN SELECT INSURANCE COMPANY  
ATTN: PROFESSIONAL LIABILITY UNDERWRITING  
199 WATER STREET  
NEW YORK, NY 10038**

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**.

President

Asst. Secretary

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**AUTHORIZED REPRESENTATIVE**