

# ALLIED WORLD ASSURANCE COMPANY (U.S.) INC. 225 Franklin Street, Boston, MA 02110 · Tel. (857) 288-6000 · Fax (617) 556-8060

# 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 INSUREDS 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.

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.

Liability Coverage Section	Premium
Directors and Officers Liability Coverage Section	
Employment Practices Liability Coverage Section	
Fiduciary Liability Coverage Section	
Employed Lawyers Coverage Section	
Crime Coverage Section	
Kidnap and Ransom/Extortion Coverage Section	
Total Policy Premium	

# 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.)

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

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

Aggregate Limit of Liability set forth above is the maximum Limit of Liability of the Insurer for all Loss for which
erage is provided under all Coverage Sections listed in Item 4.A. above. This Aggregate Limit of Liability does no
oly to the Crime and Kidnap and Ransom/Extortion Coverage Sections.

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

Insuring Agreement	Limit of Liability for a Single Loss	Deductible, each Single Loss
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		

**B. AGGREGATE LIMIT OF LIABILITY** 

Insuring Agreement F			
"Funds Transfer Fraud" Coverage			
Insuring Agreement G			
"Money Orders and Counterfeit Current	cy Fraud"		
Coverage			
Insuring Agreement H			
"Credit Card Fraud" Coverage			
D. CRIME COVERAGE SECTION	AGGREGATE LIMIT O	F LIABILITY	
This Aggregate Limit of Liability set forth coverage is provided under the Crime Cove		of Liability of the Insurer	for all loss for wh
E. LIMITS OF INSURANCE AND COVERAGE SECTION	D RETENTIONS FOR	KIDNAP AND RANS	
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"			
Incuring Agraement D	Per Insured Person;		
Insuring Agreement D "Personal Loss"	rei ilisuled reisoli,		
i cisoliai Loss	Per Insured Event		
Insuring Agreement E	Ter moured Event		
"Legal Costs"			
Logar Costs			
F. OTHER COVERAGE LIMITS A	AND SUBLIMITS		
Covera	ge	Limit of Liab	oility
Dedicated Excess Coverage for Insured	Persons (D&O)		
Sublimit of Liability for:			
Derivative Demand Coverage			
Strategic Response Costs Cove			
Voluntary Compliance Program			
HIPAA Claim Coverage (Fidu	ciary)		
Restoration Expenses (Crime)			
Authentication Expenses (Crin	ne)		
Punitiva Damagas Cavarras Ontions fo	r D&O and EDI Cayaraca		
Punitive Damages Coverage Options fo Sections:	I D&O and EPL Coverage		
D&O Punitive Damages Sublimit of	of Liability:		
EPL Punitive Damages Sublimit of			
Shared Punitive Damages Sublimited		PI.	
No Punitive Damages Sublimit of I	•		
No runitive Daniages Submitted I	Liability for D&O of EPL*		

<sup>\*</sup> 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

Coverage Section	Date
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:

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC.

ATTN: CLAIMS DEPARTMENT 9 FARM SPRINGS ROAD

**FARMINGTON, CT 06032** 

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AWACUS.FinancialClaims@awac.com

# B. All Other Notices:

ALLIED WORLD ASSURANCE COMPANY (U.S.) INC. 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	Secretary
	AUTHODIZED DEDDESENTATIVE