

Filing at a Glance

Company: XL Specialty Insurance Company

Product Name: Other Liability

TOI: 17.0 Other Liability - Claims

Made/Occurrence

Sub-TOI: 17.0006 Directors & Officers Liability

Filing Type: Form

Effective Date Requested (New): 08-01-2007

Effective Date Requested (Renewal): 08-01-2007

SERFF Tr Num: XLAM-125172728 State: Arkansas

SERFF Status: Closed

State Tr Num: AR-PC-07-024645

Co Tr Num: 07SD-DO-DO04-MU-AR

State Status:

Co Status:

Reviewer(s): Michelle Fahey, Betty Montesi, Edith Roberts

Author: Trish Pollard

Disposition Date: 07-26-2007

Date Submitted: 05-11-2007

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

General Information

Project Name: Fiduciary Liability Endorsement Filing

Project Number: 07SD-DO-DO04-MU-AR

Reference Organization:

Reference Title:

Filing Status Changed: 07-26-2007

State Status Changed: 05-11-2007

Corresponding Filing Tracking Number:

Filing Description:

Filing additional endorsements for our Fiduciary Liability Program

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

Patricia Pollard, Compliance Analyst

1201 N. Market Street

Wilmington, DE 19801

patricia.pollard@xlai.com

(302) 661-7010 [Phone]

(302) 778-4190[FAX]

Filing Company Information

XL Specialty Insurance Company

1201 N. Market Street

Suite 501

Wilmington, DE 19801

(800) 394-3909 ext. [Phone]

CoCode: 37885

Group Code: 1285

Group Name:

FEIN Number: 85-0277191

State of Domicile: Delaware

Company Type:

State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
62829	\$50.00	05-09-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07-26-2007	07-26-2007

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending	Edith Roberts	05-30-2007	05-30-2007

Industry
Response

Response Letters

Responded By	Created On	Date Submitted
Trish Pollard	07-23-2007	07-23-2007

Disposition

Disposition Date: 07-26-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: We acknowledge withdrawal of the the "FD" forms pursuant to your filer note. Thank you.

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty		No
Form	Amend Conditions Endorsement		Yes
Form	Priority of Payment		Yes
Form	Amend Conditions Endorsement - Insured to Settle		Yes
Form	HIPAA Penalties		Yes
Form	Amend Notice of Claim		Yes
Form	Sublimit for Specific Plan		Yes
Form	HIPAA Sublimit Endorsement		Yes
Form	Amend Plan Endorsement		Yes
Form	HIPAA Sublimit Endorsement		Yes
Form	Amend Definition of Wrongful Act		Yes
Form	Amend Representation Endorsement		Yes
Form	Asset Threshold Endorsement		Yes
Form	Amend Notice of Claim		Yes
Form	Amend Item 2 Policy Period		Yes
Form	Amend Item 1 Name & Mailing Address		Yes
Form	Amend Item 3 Limit of Liability		Yes
Form	Amend Limit of Liability for Additional Premium		Yes
Form	Amend Item 4 - Retention		Yes
Form	Amend Item 4-Retention for Additional Premium		Yes
Form	Amend Item 5 - Premium		Yes
Form	Amend Item 7- Pending & Prior Date Endorsement		Yes
Form	Amend Item 8		Yes
Form	Separate Retention Endorsement		Yes
Form	Debtor in Possession Endorsement		Yes
Form	SEC Separate Retention Endorsement		Yes
Form	Split Pending & Prior Litigation Exclusion		Yes
Form	Amend Prior Notice Exclusion		Yes
Form (revised)	Extension of Coverage to Insured Persons of a Co-Insured Entity		No
Form	Extension of Coverage to Insured Persons of a Co-Insured Entity		No
Form (revised)	Amend Definition of Insured Person to Include Members of Specified Boards		No
Form	Amend Definition of Insured Person to		No

	Include Members of Specified Boards	
Form <i>(revised)</i>	Amend Definition of Professional Services	No
Form	Amend Definition of Professional Services	No
Form <i>(revised)</i>	Amend Definition of Insured Person	No
Form	Amend Definition of Insured Person	No
Form <i>(revised)</i>	Scheduled Claims Exclusion	No
Form	Scheduled Claims Exclusion	No
Form <i>(revised)</i>	Amend Definition of Insured Entity	No
Form	Amend Definition of Insured Entity	No
Form <i>(revised)</i>	Reinstatement of Limit	No
Form	Reinstatement of Limit	No
Form <i>(revised)</i>	Initial Public Offering Registration Period	No
Form	Initial Public Offering Registration Period	No
Form <i>(revised)</i>	Amend Definition of Insured Person to Include Members of Specified Borads & Limited Partnerships	No
Form	Amend Definition of Insured Person to Include Members of Specified Borads & Limited Partnerships	No
Form <i>(revised)</i>	Delete Exclusion	No
Form	Delete Exclusion	No
Form <i>(revised)</i>	Managing Member Endorsement	No
Form	Managing Member Endorsement	No
Form <i>(revised)</i>	Amend Definition of Insured Person to Include Members of Specified Advisory Boards	No
Form	Amend Definition of Insured Person to Include Members of Specified Advisory Boards	No
Form <i>(revised)</i>	Non Pyramiding Endorsement	No
Form	Non Pyramiding Endorsement	No
Form <i>(revised)</i>	Per Claim Limit of Liability	No
Form	Per Claim Limit of Liability	No
Form <i>(revised)</i>	Non Entity Employment Practices	No
Form	Non Entity Employment Practices	No
Form <i>(revised)</i>	Reinstatement of Claim	No
Form	Reinstatement of Claim	No
Form <i>(revised)</i>	Tie In Limits Endorsement	No
Form	Tie In Limits Endorsement	No
Form <i>(revised)</i>	Election of Optional Extension Period	No

Form	Election of Optional Extension Period	No
Form <i>(revised)</i>	Amend Definition of Insured Person	No
Form	Amend Definition of Insured Person	No
Form <i>(revised)</i>	Additional Insured with Prior Acts Exclusion Endorsement	No
Form	Additional Insured with Prior Acts Exclusion Endorsement	No
Form <i>(revised)</i>	Option to Purchase Reinstatement of the Limit of Liability Endorsement	No
Form	Option to Purchase Reinstatement of the Limit of Liability Endorsement	No
Form <i>(revised)</i>	Amend Claim Definition Endorsement	No
Form	Amend Claim Definition Endorsement	No
Form <i>(revised)</i>	Co Defendant Endorsement	No
Form	Co Defendant Endorsement	No
Form <i>(revised)</i>	Defense Cost Endorsement	No
Form	Defense Cost Endorsement	No
Form <i>(revised)</i>	Retroactive Date Endorsement	No
Form	Retroactive Date Endorsement	No
Form <i>(revised)</i>	Amend Pollution Exclusion	No
Form	Amend Pollution Exclusion	No
Form <i>(revised)</i>	Additional Notice All Coverage Parts	No
Form	Additional Notice All Coverage Parts	No
Form <i>(revised)</i>	Rescindability Endorsement	No
Form	Rescindability Endorsement	No
Form <i>(revised)</i>	Amend Insured Person Endorsement	No
Form	Amend Insured Person Endorsement	No
Form <i>(revised)</i>	Prior Notice Amend Exclusion	No
Form	Prior Notice Amend Exclusion	No
Form <i>(revised)</i>	Severability of Exclusions	No
Form	Severability of Exclusions	No
Form <i>(revised)</i>	Additional Insured Endorsement - Wrongful Act of Specific Insureds	No
Form	Additional Insured Endorsement - Wrongful Act of Specific Insureds	No
Form <i>(revised)</i>	Severability of Exclusions	No
Form	Severability of Exclusions	No
Form <i>(revised)</i>	Specified Notice Exclusion	No
Form	Specified Notice Exclusion	No
Form <i>(revised)</i>	Failure to Effect/Maintain Insurance	No

	Exclusion	
Form	Failure to Effect/Maintain Insurance Exclusion	No
Form <i>(revised)</i>	Amend Exclusion B Endorsement-Prior Notice Exclusion	No
Form	Amend Exclusion B Endorsement-Prior Notice Exclusion	No
Form <i>(revised)</i>	Insured v. Insured Endowment	No
Form	Insured v. Insured Endowment	No
Form <i>(revised)</i>	Prior Notice Exclusion-Renew & Replace Language	No
Form	Prior Notice Exclusion-Renew & Replace Language	No

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05-30-2007
Submitted Date 05-30-2007

Dear Patricia Pollard,

This will acknowledge receipt of the captioned filing.

With reference to Form FD 80 55 08 02, Item # (4) appears to be in conflict with AR Code Anno. 23-79-306 (6) which states that the optional extended reporting period limit must be the greater of the amount remaining of the expiring aggregate or reinstated to 50%.

Also, # (6), we do not understand why the right to the optional extended reporting period is deleted. This option is mandatory under AR law for terminations/cancellations for any reason, including non payment of premium or deductibles owing. Please explain satisfactorily or delete this provision.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07-23-2007
Submitted Date 07-23-2007

Dear Edith Roberts,

Comments:

Response 1

Comments: Please be advised, we submitted the forms with the "FD" prefix in error. These forms were for use with our Financial Services Program and not our Fiduciary Liability Program. We are therefore withdrawing these forms from review.

No Supporting Documents have changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score
Extension of Coverage to Insured	FD 80 00	09 00	Endorsement/Amendment/Conditions	Withdrawn		0

Persons of a Co- Insured Entity	Amend	FD 80 01	09 00	Endorsement/Amendment/Conditions	Withdrawn	0
Definition of Insured Person to Include Members of Specified Boards	Amend	FD 80 02	09 00	Endorsement/Amendment/Conditions	Withdrawn	0
Definition of Professiona l Services	Amend	FD 80 03	07 02	Endorsement/Amendment/Conditions	Withdrawn	0
Definition of Insured Persion Scheduled Claims Exclusion	Amend	FD 80 04	09 00	Endorsement/Amendment/Conditions	Withdrawn	0
Definition of Insured Entity	Amend	FD 80 08	09 00	Endorsement/Amendment/Conditions	Withdrawn	0
Reinstatem ent of Limit	FD 80 12	10 00	Endorsement/Amendment/Conditions	Withdrawn	0	
Initial Public Offering Registratio n Period	FD 80 13	10 00	Endorsement/Amendment/Conditions	Withdrawn	0	
Definition of Insured Person to Include Members of Specified Borads &	Amend	FD 80 15	11 00	Endorsement/Amendment/Conditions	Withdrawn	0

Limited Partnership ts	Delete	FD 80 35	04 01	Endorsement/Amendment/Conditions	Withdrawn	0	
Exclusion	Managing Member	FD 80 39	05 01	Endorsement/Amendment/Conditions	Withdrawn	0	
Endorsement	Amend	FD 80 45	11 01	Endorsement/Amendment/Conditions	Withdrawn	0	
Definition of Insured Person to Include Members of Specified Advisory Boards	Non	FD 80 46	11 01	Endorsement/Amendment/Conditions	Withdrawn	0	
Pyramiding	Endorsement	Per Claim	FD 80 48	01 02	Endorsement/Amendment/Conditions	Withdrawn	0
Limit of Liability	Non Entity	FD 80 50	05 02	Endorsement/Amendment/Conditions	Withdrawn	0	
Employment Practices	Reinstatement of Claim	FD 80 51	07 02	Endorsement/Amendment/Conditions	Withdrawn	0	
Tie In	Limits	FD 80 54	07 02	Endorsement/Amendment/Conditions	Withdrawn	0	
Endorsement	Election of Optional Extension Period	FD 80 55	08 02	Endorsement/Amendment/Conditions	Withdrawn	0	
Amend	Definition of Insured	FD 80 58	10 02	Endorsement/Amendment/Conditions	Withdrawn	0	

Person

Additional Insured with Prior Acts Exclusion Endorsement	FD 80 60	01 03	Endorsement/Amendment/Conditions	Withdrawn	0
Option to Purchase Reinstatement of the Limit of Liability Endorsement	FD 80 61	02 03	Endorsement/Amendment/Conditions	Withdrawn	0
Amend Claim Definition Endorsement	FD 80 64	03 03	Endorsement/Amendment/Conditions	Withdrawn	0
Co Defendant Endorsement	FD 80 68	05 03	Endorsement/Amendment/Conditions	Withdrawn	0
Defense Cost Endorsement	FD 80 83	11 03	Endorsement/Amendment/Conditions	Withdrawn	0
Retroactive Date Endorsement	FD 80 88	01 04	Endorsement/Amendment/Conditions	Withdrawn	0
Amend Pollution Exclusion	FD 80 143	05 05	Endorsement/Amendment/Conditions	Withdrawn	0
Additional Notice All Coverage Parts	FD 80 144	05 05	Endorsement/Amendment/Conditions	Withdrawn	0
Rescindability	FD 80 152	09 05	Endorsement/Amendment/Conditions	Withdrawn	0

Endorsement					
Amend Insured Person Endorsement	FD 80 184 08 06	Endorsement/Amendment/Conditions	Withdrawn	0	
Prior Notice Amend Exclusion Severability of Exclusions	FD 80 209 01 07	Endorsement/Amendment/Conditions	Withdrawn	0	
Additional Insured Endorsement - Wrongful Act of Specific Insureds	FD 80 211 02 07	Endorsement/Amendment/Conditions	Withdrawn	0	
Severability of Exclusions	FD 80 213 02 07	Endorsement/Amendment/Conditions	Withdrawn	0	
Specified Notice Exclusion	FD 80 215 03 07	Endorsement/Amendment/Conditions	Withdrawn	0	
Failure to Effect/Maintain Insurance Exclusion	FD 83 26 10 03	Endorsement/Amendment/Conditions	Withdrawn	0	
Amend Exclusion B Endorsement-Prior Notice Exclusion	FD 83 40 01 05	Endorsement/Amendment/Conditions	Withdrawn	0	
Insured v. Insured Endorsement	FD 83 47 04 05	Endorsement/Amendment/Conditions	Withdrawn	0	
	FD 83 62 04 06	Endorsement/Amendment/Conditions	Withdrawn	0	

Prior Notice FD 83 72	08 06	Endorsement/Amendment/Conditions	Withdrawn	0
Exclusion-				
Renew &				
Replace				
Language				

No Rate/Rule Schedule Item Changes

Sincerely,
Trish Pollard

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Amend Conditions Endorsement	FC 80 02	06 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 02 06 06.pdf
	Priority of Payment	FC 80 03	06 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 03 06 06.pdf
	Amend Conditions Endorsement - Insured to Settle	FC 80 04	06 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 04 06 06.pdf
	HIPAA Penalties	FC 80 05	06 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 05 06 06.pdf
	Amend Notice of Claim	FC 80 06	06 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 06 06 06.pdf
	Sublimit for Specific Plan	FC 80 07	06 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 07 06 06.pdf
	HIPAA Sublimit Endorsement	FC 80 09	06 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 09 06 06.pdf
	Amend Plan Endorsement	FC 80 10	06 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 10 06 06.pdf
	HIPAA Sublimit Endorsement	FC 80 11	07 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 11 07 06.pdf
	Amend Definition of Wrongful Act	FC 80 12	07 06	Endorseme New nt/Amendm ent/Condi ti ons		0.00	FC 80 12 07 06.pdf
	Amend	FC 80 13	07 06	Endorseme New		0.00	FC 80 13 07

Representation Endorsement			nt/Amendm ent/Condi ons		06.pdf
Asset Threshold Endorsement	FC 80 14	07 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 14 07 06.pdf
Amend Notice of Claim	FC 80 15	09 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 15 09 06.pdf
Amend Item 2 Policy Period	FC 80 16	09 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 16 09 06.pdf
Amend Item 1 Name & Mailing Address	FC 80 17	09 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 17 09 06.pdf
Amend Item 3 Limit of Liability	FC 80 18	06 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 18 09 06.pdf
Amend Limit of Liability for Additional Premium	FC 80 19	09 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 19 09 06.pdf
Amend Item 4 - Retention	FC 80 20	09 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 20 09 06.pdf
Amend Item 4- Retention for Additional Premium	FC 80 21	09 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 21 09 06.pdf
Amend Item 5 - Premium	FC 80 22	09 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 22 09 06.pdf
Amend Item 7- Pending & Prior Date Endorsement	FC 80 23	09 06	Endorseme New nt/Amendm ent/Condi ons	0.00	FC 80 23 09 06.pdf
Amend Item 8	FC 80 24	09 06	Endorseme New nt/Amendm	0.00	FC 80 24 09 06.pdf

			ent/Condi tions		
Separate Retention Endorsement	FC 80 25 12 06		Endorseme New nt/Amendm ent/Condi tions	0.00	FC 80 25 12 06.pdf
Debtor in Possession Endorsement	FC 80 26 01 07		Endorseme New nt/Amendm ent/Condi tions	0.00	FC 80 26 01 07.pdf
SEC Separate Retention Endorsement	FC 82 00 08 06		Endorseme New nt/Amendm ent/Condi tions	0.00	FC 82 00 08 06.pdf
Split Pending & Prior Litigation Exclusion	FC 83 02 06 06		Endorseme New nt/Amendm ent/Condi tions	0.00	FC 83 02 06 06.pdf
Amend Prior Notice Exclusion	FC 83 03 04 07		Endorseme New nt/Amendm ent/Condi tions	0.00	FC 83 03 04 07.pdf
Extension of Coverage to Insured Persons of a Co-Insured Entity	FD 80 00 09 00		Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00	
Extension of Coverage to Insured Persons of a Co-Insured Entity	FD 80 00 09 00		Endorseme New nt/Amendm ent/Condi tions	0.00	FD 80 00 09 00.pdf
Amend Definition of Insured Person to Include Members of Specified Boards	FD 80 01 09 00		Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00	
Amend Definition of Insured Person to Include Members of Specified Boards	FD 80 01 09 00		Endorseme New nt/Amendm ent/Condi tions	0.00	FD 80 01 09 00.pdf
Amend Definition of Professional Services	FD 80 02 09 00		Endorseme Withdrawn nt/Amendm ent/Condi	0.00	

			ons		
Amend Definition of Professional Services	FD 80 02	09 00	Endorsement/Amendment/Conditions New	0.00	FD 80 02 09 00.pdf
Amend Definition of Insured Person	FD 80 03	07 02	Endorsement/Amendment/Conditions Withdrawn	0.00	
Amend Definition of Insured Person	FD 80 03	07 02	Endorsement/Amendment/Conditions New	0.00	FD 80 03 07 02.pdf
Scheduled Claims Exclusion	FD 80 04	09 00	Endorsement/Amendment/Conditions Withdrawn	0.00	
Scheduled Claims Exclusion	FD 80 04	09 00	Endorsement/Amendment/Conditions New	0.00	FD 80 04 09 00.pdf
Amend Definition of Insured Entity	FD 80 08	09 00	Endorsement/Amendment/Conditions Withdrawn	0.00	
Amend Definition of Insured Entity	FD 80 08	09 00	Endorsement/Amendment/Conditions New	0.00	FD 80 08 09 00.pdf
Reinstatement of Limit	FD 80 12	10 00	Endorsement/Amendment/Conditions Withdrawn	0.00	
Reinstatement of Limit	FD 80 12	10 00	Endorsement/Amendment/Conditions New	0.00	FD 80 12 10 00.pdf
Initial Public Offering Registration Period	FD 80 13	10 00	Endorsement/Amendment/Conditions Withdrawn	0.00	
Initial Public Offering Registration Period	FD 80 13	10 00	Endorsement/Amendment/Conditions New	0.00	FD 80 13 10 00.pdf

Amend Definition of Insured Person to Include Members of Specified Borads & Limited Partnershipts	FD 80 15 11 00	Endorseme Withdrawn nt/Amendment/Conditions	0.00	
Amend Definition of Insured Person to Include Members of Specified Borads & Limited Partnershipts	FD 80 15 11 00	Endorseme New nt/Amendment/Conditions	0.00	FD 80 15 11 00.pdf
Delete Exclusion	FD 80 35 04 01	Endorseme Withdrawn nt/Amendment/Conditions	0.00	
Delete Exclusion	FD 80 35 04 01	Endorseme New nt/Amendment/Conditions	0.00	FD 80 35 04 01.pdf
Managing Member Endorsement	FD 80 39 05 01	Endorseme Withdrawn nt/Amendment/Conditions	0.00	
Managing Member Endorsement	FD 80 39 05 01	Endorseme New nt/Amendment/Conditions	0.00	FD 80 39 05 01.pdf
Amend Definition of Insured Person to Include Members of Specified Advisory Boards	FD 80 45 11 01	Endorseme Withdrawn nt/Amendment/Conditions	0.00	
Amend Definition of Insured Person to Include Members of Specified Advisory Boards	FD 80 45 11 01	Endorseme New nt/Amendment/Conditions	0.00	FD 80 45 11 01.pdf
Non Pyramiding Endorsement	FD 80 46 11 01	Endorseme Withdrawn nt/Amendment/Conditions	0.00	

			ons		
Non Pyramiding Endorsement	FD 80 46	11 01	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 46 11 01.pdf
Per Claim Limit of Liability	FD 80 48	01 02	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Per Claim Limit of Liability	FD 80 48	01 02	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 48 01 02.pdf
Non Entity Employment Practices	FD 80 50	05 02	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Non Entity Employment Practices	FD 80 50	05 02	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 50 05 02.pdf
Reinstatement of Claim	FD 80 51	07 02	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Reinstatement of Claim	FD 80 51	07 02	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 51 07 02.pdf
Tie In Limits Endorsement	FD 80 54	07 02	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Tie In Limits Endorsement	FD 80 54	07 02	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 54 07 02.pdf
Election of Optional Extension Period	FD 80 55	08 02	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Election of Optional Extension Period	FD 80 55	08 02	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 55 08 02.pdf

Amend Definition of Insured Person	FD 80 58 10 02	Endorsement/Amendment/Conditions Withdrawn	0.00	
Amend Definition of Insured Person	FD 80 58 10 02	Endorsement/Amendment/Conditions New	0.00	FD 80 58 10 02.pdf
Additional Insured with Prior Acts Exclusion Endorsement	FD 80 60 01 03	Endorsement/Amendment/Conditions Withdrawn	0.00	
Additional Insured with Prior Acts Exclusion Endorsement	FD 80 60 01 03	Endorsement/Amendment/Conditions New	0.00	FD 80 60 01 03.pdf
Option to Purchase Reinstatement of the Limit of Liability Endorsement	FD 80 61 02 03	Endorsement/Amendment/Conditions Withdrawn	0.00	
Option to Purchase Reinstatement of the Limit of Liability Endorsement	FD 80 61 02 03	Endorsement/Amendment/Conditions New	0.00	FD 80 61 02 03.pdf
Amend Claim Definition Endorsement	FD 80 64 03 03	Endorsement/Amendment/Conditions Withdrawn	0.00	
Amend Claim Definition Endorsement	FD 80 64 03 03	Endorsement/Amendment/Conditions New	0.00	FD 80 64 03 03.pdf
Co Defendant Endorsement	FD 80 68 05 03	Endorsement/Amendment/Conditions Withdrawn	0.00	
Co Defendant Endorsement	FD 80 68 05 03	Endorsement/Amendment/Conditions New	0.00	FD 80 68 05 03.pdf
Defense Cost	FD 80 83 11 03	Endorsement Withdrawn	0.00	

Endorsement		nt/Amendm ent/Condi ons		
Defense Cost Endorsement	FD 80 83 11 03	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 83 11 03.pdf
Retroactive Date Endorsement	FD 80 88 01 04	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Retroactive Date Endorsement	FD 80 88 01 04	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 88 01 04.pdf
Amend Pollution Exclusion	FD 80 14305 05	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Amend Pollution Exclusion	FD 80 14305 05	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 143 05 05.pdf
Additional Notice All Coverage Parts	FD 80 14405 05	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Additional Notice All Coverage Parts	FD 80 14405 05	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 144 05 05.pdf
Rescindability Endorsemetn	FD 80 15209 05	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Rescindability Endorsemetn	FD 80 15209 05	Endorseme New nt/Amendm ent/Condi ons	0.00	FD 80 152 09 05.pdf
Amend Insured Person Endorsement	FD 80 18408 06	Endorseme Withdrawn nt/Amendm ent/Condi ons	0.00	
Amend Insured Person	FD 80 18408 06	Endorseme New nt/Amendm	0.00	FD 80 184 08 06.pdf

Endorsement		ent/Condi tions		
Prior Notice Amend Exclusion	FD 80 20901 07	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00	
Prior Notice Amend Exclusion	FD 80 20901 07	Endorseme New nt/Amendm ent/Condi tions	0.00	FD 80 209 01 07.pdf
Severability of Exclusions	FD 80 21102 07	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00	
Severability of Exclusions	FD 80 21102 07	Endorseme New nt/Amendm ent/Condi tions	0.00	FD 80 211 02 07.pdf
Additional Insured Endorsement - Wrongful Act of Specific Insureds	FD 80 21302 07	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00	
Additional Insured Endorsement - Wrongful Act of Specific Insureds	FD 80 21302 07	Endorseme New nt/Amendm ent/Condi tions	0.00	FD 80 213 02 07.pdf
Severability of Exclusions	FD 80 21503 07	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00	
Severability of Exclusions	FD 80 21503 07	Endorseme New nt/Amendm ent/Condi tions	0.00	FD 80 215 03 07.pdf
Specified Notice Exclusion	FD 83 26 10 03	Endorseme Withdrawn nt/Amendm ent/Condi tions	0.00	
Specified Notice Exclusion	FD 83 26 10 03	Endorseme New nt/Amendm ent/Condi tions	0.00	FD 83 26 10 03.pdf
Failure to	FD 83 40 01 05	Endorseme Withdrawn	0.00	

Effect/Maintain Insurance Exclusion			nt/Amendm ent/Condi ons		
Failure to Effect/Maintain Insurance Exclusion	FD 83 40 01 05	Endorseme New		0.00	FD 83 40 01 05.pdf
Amend Exclusion B Endorsement- Prior Notice Exclusion	FD 83 47 04 05	Endorseme Withdrawn		0.00	
Amend Exclusion B Endorsement- Prior Notice Exclusion	FD 83 47 04 05	Endorseme New		0.00	FD 83 47 04 05.pdf
Insured v. Insured Endorement	FD 83 62 04 06	Endorseme Withdrawn		0.00	
Insured v. Insured Endorement	FD 83 62 04 06	Endorseme New		0.00	FD 83 62 04 06.pdf
Prior Notice Exclusion-Renew & Replace Language	FD 83 72 08 06	Endorseme Withdrawn		0.00	
Prior Notice Exclusion-Renew & Replace Language	FD 83 72 08 06	Endorseme New		0.00	FD 83 72 08 06.pdf

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND CONDITIONS (F)(3) ENDORSEMENT

In consideration of the premium charged, Section IV Conditions (F)(3) of the Policy is amended to read in its entirety as follows:

- “(3) If any Sponsor Organization sells, spins off or terminates any Plan, coverage under this Policy will apply to Claims for Wrongful Acts committed, attempted or allegedly committed or attempted prior to the date of final disposition of such Plan (the “Disposition Date”) by such Sponsor Organization, by such Plan, by any Natural Person Insureds with respect to such Plan or by any person for whose Wrongful Acts, as defined in Definitions (T)(1)(a), any such Insured is legally responsible, and to the Insureds’ participation in Voluntary Compliance Programs in respect of any such Plan’s actual or alleged noncompliance with any statute, rule or regulation which occurred prior to the Disposition Date.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

PRIORITY OF PAYMENTS ENDORSEMENT

In consideration of the premium charged:

- (1) In the event of Loss, other than Defense Expenses, from any Claim made against both (i) a Natural Person Insured and (ii) the Sponsor Organization or a Plan, then if such Loss exceeds the remaining available Limit of Liability set forth in Item 3 of the Declarations, the following shall apply:
 - (a) the Insurer will first pay Loss from such Claim made against the Natural Person Insured as to which indemnification by the Sponsor Organization is not legally permissible or is not made solely by reason of the Sponsor Organization's financial insolvency; then
 - (b) to the extent that any amount of the applicable Limit of Liability shall remain available, the Insurer shall pay Loss from such Claim made against the Plan as to which indemnification by the Sponsor Organization is not legally permissible or is not made solely by reason of the Sponsor Organization's financial insolvency; then
 - (c) to the extent that any amount of the applicable Limit of Liability shall remain available, the Insurer shall pay Loss from such Claim made against the Natural Person Insured as to which indemnification by the Sponsor Organization is legally permissible and/or made against a Plan or the Sponsor Organization, as applicable.
- (2) Nothing in this Endorsement shall be construed to increase the Insurer's maximum aggregate Limit of Liability described Section IV Conditions (D) of the Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND CONDITIONS (C) ENDORSEMENT

In consideration of the premium charged, Section IV Conditions (C) of the Policy is amended to read in its entirety as follows:

“(C) Defense, Settlement and Allocation:

It shall be the duty of the Insured and not the duty of the Insurer to defend Claims under this Policy. No Insured may incur any Defense Expenses or admit liability for or settle any Claim without the Insurer’s written consent. The Insurer will have the right to make investigations and conduct negotiations and, with the written consent of the Insureds, to enter into such settlement of any Claim as the Insurer deems appropriate. Notwithstanding the foregoing, the Insurer’s consent to a settlement need not be obtained if:

- (1) the total amount of the settlement and all related Defense Expenses in the aggregate do not exceed fifty percent (50%) of the applicable retention set forth in ITEM 4(a) of the Declarations and no Insured shall seek payment from the Insurer with respect to all or part of such settlement or any Defense Expenses;
- (2) the Insured shall promptly provide written notice of such settlement to the Insurer; and
- (3) the Insured shall comply in all respects with its obligations under Section IV Conditions (H) of the Policy.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

HIPAA PENALTIES ENDORSEMENT

In consideration of the premium charged, Section II Definitions (D)(1) of the Policy shall not apply to penalties imposed pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND NOTICE ENDORSEMENT

In consideration of the premium charged, Section IV Conditions (A)(1) of the Policy is amended to read in its entirety as follows:

- “(1) As a condition precedent to any right to coverage under INSURING AGREEMENT (A) of this Policy, the Insureds must give the Insurer written notice of any Claim as soon as practicable after such Claim is first made and the <position> of the Sponsor Organization first becomes aware of such Claim, and, as a condition precedent to any right to coverage under INSURING AGREEMENT (B) of this Policy, the Insureds must give the Insurer written notice of the Insureds' participation or intent to participate in a Voluntary Compliance Program as soon as practicable; provided, that the Insurer will not be liable under INSURING AGREEMENT (B) for any Professional Fees or Settlement Fees incurred in connection with any Voluntary Compliance Program before notice of the Insureds' participation or intent to participate in such Voluntary Compliance Program has been given to the Insurer. In no event, however, may such written notice be given later than the earliest of:
- (a) sixty (60) days after the chief executive officer, president, chief financial officer, in-house general counsel or risk manager of any Plan or Sponsor Organization first becomes aware of such Claim or of any Insured's participation, or intent to participate, in such Voluntary Compliance Program;
 - (b) if this Policy expires or is cancelled or terminated without being renewed and no Extended Reported Period is purchased, sixty (60) days after the effective date of such expiration, cancellation or termination; or
 - (c) if this Policy expires or is cancelled or terminated without being renewed and an Extended Reported Period is purchased, the end of the Extended Reporting Period.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

SUBLIMIT ENDORSEMENT

In consideration of the premium charged, solely with respect to Claims made against <PLAN>, the Insurer's maximum aggregate limit of liability shall be <amount>, which amount shall be part of and not in addition to the Insurer's Maximum Aggregate Limit of Liability set forth in Item 3(a) of the Declarations, which amount is applicable to all Loss from all Claims for which this Policy provides coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

HIPAA SUBLIMIT ENDORSEMENT

In consideration of the premium charged, Section II Definitions (D)(1) of the Policy shall not apply to penalties imposed pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA); provided that the maximum amount payable by the Insurer for any such HIPAA penalties is <SUBLIMIT>, which amount is part of and not in addition to the amount set forth in Item 3(a) of the Policy as the Maximum Aggregate Limit of Liability under this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND PLAN ENDORSEMENT

In consideration of the premium charged:

- (1) The term "Plan," as defined in Section II Definitions (K)(2) of the Policy, is amended to read in its entirety as follows:
 - "(2) any other employee benefit plan or program which is not subject to ERISA and which is sponsored by a Sponsor Organization solely for the benefit of its directors, officers, trustees, governors, management committee members, managers, members of the Board of Managers, general partners, in-house general counsel or employees, including but not limited to any cafeteria plan, dependent care assistance program, fringe benefit plan, deferred compensation plan, supplemental executive retirement plan, top-hat plan, excess benefit plan or voluntary employees' beneficiary association;"
- (2) No coverage shall be available under this Policy for any Wrongful Act or Professional Fees and Settlement Fees incurred in connection with any Employee Benefits operating, developed, formed or proposed outside the United States of America.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

HIPAA SUBLIMIT ENDORSEMENT

In consideration of the premium charged, Section II Definitions (D)(1) of the Policy shall not apply to penalties imposed pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA); provided that the maximum amount payable by the Insurer for any such HIPAA penalties shall not exceed <SUBLIMIT>, which amount shall be part of and not in addition to the amount set forth in Item 3(a) of the Policy as the Maximum Aggregate Limit of Liability under this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND DEFINITION OF WRONGFUL ACT ENDORSEMENT

In consideration of the premium charged, the term "Wrongful Act," as defined in Section II Definitions (T) of the Policy, is amended to include any matter claimed against a Natural Person Insured due solely to such Natural Person Insured's status as an administrator of any Plan.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND REPRESENTATIONS ENDORSEMENT

In consideration of the premium charged, Section IV Conditions (J)(2) of the Policy is amended to read in its entirety as follows:

- “(2) In the event that any of the particulars or statements contained in the Application is not true, accurate and complete, this Policy will be void with respect to any Insured who knew as of the effective date of the Application material facts that were not truthfully, accurately and completely disclosed therein (whether or not such Insured knew of such untruthful, inaccurate or incomplete disclosure in the Application).”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND CONDITION (F)(1) ENDORSEMENT

In consideration of the premium charged, Section IV Conditions (F)(1) of the Policy is amended to read in its entirety as follows:

- “(1) If, during the Policy Period, any Sponsor Organization creates or acquires any Subsidiary or acquires another corporation or entity by merger or acquisition such that the Sponsor Organization is the surviving entity, such Subsidiary, corporation or entity will be included within the term "Sponsor Organization" and coverage under this Policy will be extended to such Subsidiary, corporation or entity, to any Plans operated solely by such Subsidiary, corporation or entity or jointly by such Subsidiary, corporation or entity and a labor organization solely for the benefit of the directors, officers, trustees, governors, management committee members, managers, members of the Board of Managers, general partners, in-house general counsel or employees of such Subsidiary, corporation or entity, and to the Natural Person Insureds of such Subsidiary, corporation or entity or any such Plans, but only with respect to:
- (a) Claims first made after the effective date of the creation or acquisition of such Subsidiary, corporation or entity for Wrongful Acts committed, attempted or allegedly committed or attempted after the effective date of such creation or acquisition, or
 - (b) settlements under Voluntary Compliance Programs in respect of any such Plan's actual or alleged noncompliance with any statute, rule or regulation after the effective date of such creation or acquisition.

If, however, the total assets of any such Subsidiary, corporation or entity acquired during the Policy Period exceed <amount> (as reflected in the most recent audited consolidated financial statements of such Subsidiary, corporation or entity, as of the date of acquisition), coverage under this Policy in respect of such Subsidiary, corporation or entity, its Plans and the Natural Person Insureds thereof will cease as of the earlier of the Expiration Date set forth in ITEM 2(b) of the Declarations or the date which is sixty (60) days after the effective date of such acquisition, unless, prior thereto, the Sponsor Organization shall have given the Insurer written notice of such acquisition, together with such other information as the Insurer may acquire, the Insurer shall have agreed by written endorsement to this Policy to provide coverage to such Subsidiary, corporation or entity, its Plans and the Natural Person Insureds thereof, and the Insureds shall have accepted any additional or revised terms, conditions and limitations of coverage and paid any additional premium the Insurer shall have required in connection therewith.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND NOTICE ENDORSEMENT

In consideration of the premium charged, Section IV Conditions (A)(1) of the Policy is amended to read in its entirety as follows:

- “(1) As a condition precedent to any right to coverage under INSURING AGREEMENT (A) of this Policy, the Insureds must give the Insurer written notice of any Claim as soon as practicable after such Claim is first made and the <position> of the Sponsor Organization first becomes aware of such Claim, and, as a condition precedent to any right to coverage under INSURING AGREEMENT (B) of this Policy, the Insureds must give the Insurer written notice of the Insureds' participation or intent to participate in a Voluntary Compliance Program as soon as practicable after the <position> of the Sponsor Organization first becomes aware of such participation or intent to participate; provided, that the Insurer will not be liable under INSURING AGREEMENT (B) for any Professional Fees or Settlement Fees incurred in connection with any Voluntary Compliance Program before notice of the Insureds' participation or intent to participate in such Voluntary Compliance Program has been given to the Insurer.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND ITEM 2 ENDORSEMENT

In consideration of the premium charged, Item 2 of the Declarations is amended to read in its entirety as follows:

"ITEM 2. Policy Period: (a) Inception: <DATE> (b) Expiration: <DATE>
At 12:01 a.m. standard time at the address shown in ITEM 1."

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND ITEM 1 ENDORSEMENT

In consideration of the premium charged, Item 1 of the Declarations is amended to read in its entirety as follows:

ITEM 1. Name and Mailing Address of Sponsor Organization:

<FILLIN>

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND ITEM 3 ENDORSEMENT

In consideration of the premium charged, Item 3 of the Declarations is amended to read in its entirety as follows:

"ITEM 3.	Limit of Liability:	
	(a) \$	Aggregate each Policy Period
	(b) \$	for all Professional Fees and Settlement Fees under INSURING AGREEMENT (B), which amount is part of, and not in addition to, the amount set forth in ITEM 3(a)"

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND ITEM 3 ENDORSEMENT

In consideration of an additional premium of <ADDPREM> charged:

(1) Item 3 of the Declarations is amended to read in its entirety as follows:

"ITEM 3.	Limit of Liability:	
	(a) \$	Aggregate each Policy Period
	(b) \$	for all Professional Fees and Settlement Fees under INSURING AGREEMENT (B), which amount is part of, and not in addition to, the amount set forth in ITEM 3(a)"

(2) Item 5 of the Declarations is amended to read in its entirety as follows:

"Item 5. Premium:

- | | | |
|-----|----|--|
| (a) | | Taxes, Surcharges and/or Fees |
| (b) | \$ | Additional Premium paid by Natural Person Insureds for waiver of right of recourse |
| (c) | \$ | Total Premium |
| (d) | \$ | Additional Premium for Extended Reporting Period" |

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND ITEM 4 ENDORSEMENT

In consideration of the premium charged, Item 4 of the Declarations is amended to read in its entirety as follows:

"ITEM 4. Retention:
(a) \$ each Claim
(b) \$ each participation by the Insureds in a Voluntary Compliance Program"

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND ITEM 4 ENDORSEMENT

In consideration of an additional premium of <ADDPREM> charged:

(1) Item 4 of the Declarations is amended to read in its entirety as follows:

"ITEM 4. Retention:
(a) \$ each Claim
(b) \$ each participation by the Insureds in a Voluntary Compliance Program"

(2) Item 5 of the Declarations is amended to read in its entirety as follows:

"Item 5. Premium:
(a) Taxes, Surcharges and/or Fees
(b) \$ Additional Premium paid by Natural Person Insureds for waiver of right of recourse
(c) \$ Total Premium
(d) \$ Additional Premium for Extended Reporting Period"

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND ITEM 5 ENDORSEMENT

In consideration of the premium charged, Item 5 of the Declarations is amended to read in its entirety as follows:

"Item 5. Premium:

- (a) Taxes, Surcharges and/or Fees
- (b) \$ Additional Premium paid by Natural Person Insureds for waiver of right of recourse
- (c) \$ Total Premium
- (d) \$ Additional Premium for Extended Reporting Period"

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND ITEM 7 ENDORSEMENT

In consideration of the premium charged, Item 7 of the Declarations is amended to read in its entirety as follows:

"ITEM 7. Pending and Prior Proceeding Date: <DATE>"

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND ITEM 8 ENDORSEMENT

In consideration of the premium charged, Item 8 of the Declarations is amended to read in its entirety as follows:

"ITEM 8. Policy Form and Endorsements Attached at Issuance:
FC 71 00 04 06 <LIST>"

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

SUB-RETENTION ENDORSEMENT

In consideration of the premium charged:

- (1) Solely for the purposes of this endorsement, the term "Bump-up Claim" means any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving an allegation that any Insured paid or received inadequate consideration in connection with any merger or acquisition activity involving the Sponsor Organization.
- (2) Solely with respect to any Bump-up Claim, Item 4 of the Declarations is amended to read in its entirety as follows:

"Item 4. Retentions:

\$ <AMT> each Claim"

With respect to all other Claims, Item 4 of the Declarations shall remain unchanged.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

DEBTOR IN POSSESSION ENDORSEMENT

In consideration of the premium charged, the term "Sponsor Organization," as defined in Section II Definitions (P) of the Policy, shall include the Sponsor Organization as a debtor in possession, as such term is used in Chapter 11 of the United States Bankruptcy Code.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

SEPARATE RETENTION ENDORSEMENT

In consideration of the premium charged:

- (1) For the purposes of this endorsement, the term "SEC Related Claim" means any Claim for a Wrongful Act based on or directly or indirectly arising out of or resulting from (a) any investigation, administrative or regulatory proceeding conducted by the United States Securities and Exchange Commission; or (b) any actual or alleged violation of any federal, state, local regulation, statute or rule regulating securities, including but not limited to the purchase or sale of, or offer to purchase or sell, securities of the Sponsor Organization.
- (2) Solely with respect to any SEC Related Claim, Item 4(a) of the Declarations is amended to read in its entirety as follows:

"Item 4(a). Retention: \$ <AMT> each Claim"

With respect to all other Claims, Item 4(a) shall remain unchanged.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND EXCLUSION (A)(7)(i) ENDORSEMENT

In consideration of the premium charged, Section III Exclusions (A)(7)(i) of the Policy is amended to read in its entirety as follows:

“(i) underlying or alleged in any litigation, claim, demand, proceeding, decree, order or judgment occurring or entered before, or pending as of, the date set forth in ITEM 7 of the Declarations;

In addition to, and not in limitation of the above paragraph, no coverage will be available under this Policy for Claims based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event or Wrongful Act, underlying or alleged in any prior and/or pending litigation or administrative or regulatory proceeding or arbitration as of **> Date** to the extent that the amount of such Loss, when added to the amount of Loss, if any, previously paid under this Policy, would exceed **\$> Amount;**”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND PRIOR NOTICE ENDORSEMENT

In consideration of the premium charged, Section III Exclusion (A)(7)(a)(ii) of the Policy is amended to read in its entirety as follows:

“(ii) which was the subject of any notice or claim under any prior pension and welfare benefit plan fiduciary liability insurance policy; or”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

05-07-2007

Comments:

Attachments:

NAIC Transmittal.pdf
Form Filing Schedule.pdf
Form Filing Schedule p2.pdf
Form Filing Schedule p3.pdf
Form Filing Schedule p4.pdf
Form Filing Schedule p5.pdf
Form Filing Schedule p6.pdf
Form Filing Schedule p7.pdf

17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	07SD-DO-DO04-MU-AR
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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XL Specialty Insurance Company is submitting additional endorsement which will be used with our Fiduciary Liability Program. These forms will be used with underwriting discretion where information would support the use of an endorsement on a given risk, based on the underwriter's analysis of the specific exposure needs of the individual insured. These are all optional endorsements.

Our Fiduciary Liability program was submitted under our file number 06SD-DO-DO02-MU-AR, your file number AR-PC-06-022340 and approved effective March 29, 2007.

We propose an effective date of August 1, 2007.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 62829
Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

Effective March 1, 2007

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07SD-DO-DO04-MU-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amend Conditions (F)(3) Endorsement	FC 80 02 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Priority of Payment	FC 80 03 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Conditions Endorsement - Insured to Settle	FC 80 04 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	HIPAA Penalties	FC 80 05 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Amend Notice of Claim -	FC 80 06 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Sumlimit for Specific Plan Endorsement	FC 80 07 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	HIPAA Sublimit Endorsement	FC 80 09 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Plan Endorsement	FC 80 10 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	HIPAA Sublimit with Limit Endorsement	FC 80 11 07 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Amend Definition of Wrongful Act Endorsement	FC 80 12 07 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07SD-DO-DO04-MU-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amend Representation Endorsement	FC 80 13 07 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Asset Threshold Endorsement	FC 80 14 07 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Notice of Claim Endorsement	FC 80 15 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amend Item 2 Policy Period Endorsement	FC 80 16 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Amend Item 1 Name & Mailing Address	FC 80 17 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Item 3 - Limit of Liability	FC 80 18 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Amend Item 3 Limit of Liability for Additional Premium	FC 80 19 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Item 4 - Retention	FC 80 20 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Amend Item 4 Retention for Additional Premium	FC 80 21 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Amend Item 5 -Premium	FC 80 22 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07SD-DO-DO04-MU-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amend Item 7 Pending & Prior Date	FC 80 23 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amend Item 8	FC 80 24 09 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Separate Retention Endorsement	FC 80 25 12 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Debtor in Possession	FC 80 26 01 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	SEC Separate Retention	FC 82 00 08 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Split Pending & Prior Litigation Exclusion	FC 83 02 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Amend Prior Notice Endorsement	FC 83 03 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Extension of Coverage to Insured Persons of a Co-Insured Entity	FD 80 00 09 00	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Amend Definition of Insured Person to Include Members of Specified Boards	FD 80 01 09 00	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Amend Definition of Professional Services	FD 80 02 09 00	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
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1.	This filing transmittal is part of Company Tracking #		07SD-DO-DO04-MU-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amend Definition of Insured Person - Schedule	FD 80 03 07 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Scheduled Claims Exclusion	FD 80 04 09 00	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Definition of Insured Entity	FD 80 08 09 00	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Reinstatement of Limit	FD 80 12 10 00	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Initial Public Offering Registration Period	FD 80 13 10 00	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Definition of Insured Person to Include Members of Specified Boards-Limited Partnerships	FD 80 15 11 00	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Delete Exclusion	FD 80 35 04 01	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Managing Member	FD 80 39 05 01	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Amend Definition of Insured Person to Include Members of Specified Advisory Boards	FD 80 45 11 01	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Non Pyramiding	FD 80 46 11 01	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
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1.	This filing transmittal is part of Company Tracking #		07SD-DO-DO04-MU-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Per Claim Limit of Liability	FD 80 48 01 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Non Entity Employment Practices	FD 80 50 05 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Reinstatement of Claim	FD 80 51 07 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Tie In Limits Endorsement	FD 80 54 07 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Election of Optional Extension Period	FD 80 55 08 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Definition of Insured Person	FD 80 58 10 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Additional Insured with Prior Acts	FD 80 60 01 03	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Option to Purchase Reinstatement of the Limit of Liability	FD 80 61 02 03	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Amend Claim Definition	FD 80 64 03 03	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Co Defendant Endorsement	FD 80 68 05 03	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		07SD-DO-DO04-MU-AR		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Defense Cost Endorsement	FD 80 83 11 03	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Retroactive Endorsement Date	FD 80 88 01 04	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Pollution Exclusion	FD 80 143 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Additional Notice - All Coverage Parts	FD 80 144 05 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Rescindability Endorsement	FD 80 152 09 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Insured Person Endorsement	FD 80 184 08 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Prior Notice Amend Exclusion	FD 80 209 01 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Severability of Exclusions	FD 80 211 02 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Additional Insured Endorsment - Wrongful Act of Specific Insureds	FD 80 213 02 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Severability of Exclusions	FD 70 215 03 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
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1.	This filing transmittal is part of Company Tracking #	07SD-DO-DO04-MU-AR			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Specified Notice Exclusion	FD 83 26 10 03	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Failure to Effect/Maintain Insurance Exclusion	FD 83 40 01 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Prior Notice Exclusion	FD 83 47 04 05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Insured v Insured Endorsement	FD 83 62 04 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Prior Notice Exclusion - Renew & Replace Language	FD 83 72 08 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Amend Pollution Exclusion	05-09-2007	FD 80 143 05 05.pdf
No original date	Form	Additional Notice All Coverage Parts	05-09-2007	FD 80 144 05 05.pdf
No original date	Form	Rescindability Endorsemetn	05-09-2007	FD 80 152 09 05.pdf
No original date	Form	Amend Insured Person Endorsement	05-09-2007	FD 80 184 08 06.pdf
No original date	Form	Prior Notice Amend Exclusion	05-09-2007	FD 80 209 01 07.pdf
No original date	Form	Severability of Exclusions	05-09-2007	FD 80 211 02 07.pdf
No original date	Form	Additional Insured Endorsement - Wrongful Act of Specific Insureds	05-09-2007	FD 80 213 02 07.pdf
No original date	Form	Severability of Exclusions	05-09-2007	FD 80 215 03 07.pdf
No original date	Form	Specified Notice Exclusion	05-09-2007	FD 83 26 10 03.pdf
No original date	Form	Failure to Effect/Maintain Insurance Exclusion	05-09-2007	FD 83 40 01 05.pdf
No original date	Form	Amend Exclusion B Endorsement- Prior Notice Exclusion	05-09-2007	FD 83 47 04 05.pdf

Created by SERFF on 07-26-2007 09:21 AM

No original date	Form	Insured v. Insured Endowment	05-09-2007	FD 83 62 04 06.pdf
No original date	Form	Prior Notice Exclusion-Renew & Replace Language	05-09-2007	FD 83 72 08 06.pdf
No original date	Form	Extension of Coverage to Insured Persons of a Co-Insured Entity	05-09-2007	FD 80 00 09 00.pdf
No original date	Form	Amend Definition of Insured Person to Include Members of Specified Boards	05-09-2007	FD 80 01 09 00.pdf
No original date	Form	Amend Definition of Professional Services	05-09-2007	FD 80 02 09 00.pdf
No original date	Form	Amend Definition of Insured Persion	05-09-2007	FD 80 03 07 02.pdf
No original date	Form	Scheduled Claims Exclusion	05-09-2007	FD 80 04 09 00.pdf
No original date	Form	Amend Definition of Insured Entity	05-09-2007	FD 80 08 09 00.pdf
No original date	Form	Reinstatement of Limit	05-09-2007	FD 80 12 10 00.pdf
No original date	Form	Initial Public Offering Registration Period	05-09-2007	FD 80 13 10 00.pdf
No original date	Form	Amend Definition of Insured Person to Include Members of Specified Borads & Limited Partnerships	05-09-2007	FD 80 15 11 00.pdf
No original date	Form	Delete Exclusion	05-09-2007	FD 80 35 04 01.pdf

Created by SERFF on 07-26-2007 09:21 AM

No original date	Form	Managing Member Endorsement	05-09-2007	FD 80 39 05 01.pdf
No original date	Form	Amend Definition of Insured Person to Include Members of Specified Advisory Boards	05-09-2007	FD 80 45 11 01.pdf
No original date	Form	Non Pyramiding Endorsement	05-09-2007	FD 80 46 11 01.pdf
No original date	Form	Per Claim Limit of Liability	05-09-2007	FD 80 48 01 02.pdf
No original date	Form	Non Entity Employment Practices	05-09-2007	FD 80 50 05 02.pdf
No original date	Form	Reinstatement of Claim	05-09-2007	FD 80 51 07 02.pdf
No original date	Form	Tie In Limits Endorsement	05-09-2007	FD 80 54 07 02.pdf
No original date	Form	Election of Optional Extension Period	05-09-2007	FD 80 55 08 02.pdf
No original date	Form	Amend Definition of Insured Person	05-09-2007	FD 80 58 10 02.pdf
No original date	Form	Additional Insured with Prior Acts Exclusion Endorsement	05-09-2007	FD 80 60 01 03.pdf
No original date	Form	Option to Purchase Reinstatement of the Limit of Liability Endorsement	05-09-2007	FD 80 61 02 03.pdf
No original date	Form	Amend Claim Definition Endorsement	05-09-2007	FD 80 64 03 03.pdf
No original date	Form	Co Defendant Endorsement	05-09-2007	FD 80 68 05 03.pdf

No original date	Form	Defense Cost Endorsement	05-09-2007	FD 80 83 11 03.pdf
No original date	Form	Retroactive Date Endorsement	05-09-2007	FD 80 88 01 04.pdf

Endorsement No.
Named Insured:
Policy No:
Coverage Part: <LIST APPLICABLE>

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND POLLUTION EXCLUSION

In consideration of the premium charged, Section III Exclusion (<enter section of coverage part either D or E>) of this Coverage Part is amended to read in its entirety as follows:

“(D) for any actual, alleged or threatened discharge, dispersal, release, escape, seepage, transportation, emission, treatment, removal or disposal of pollutants, contaminants, or waste of any kind including but not limited to nuclear material or nuclear waste or any actual or alleged direction, request or voluntary decision to test for, abate, monitor, clean up, recycle, remove, recondition, reclaim, contain, treat, detoxify or neutralize pollutants, contaminants or waste of any kind including but not limited to nuclear material or nuclear waste;”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No:
Named Insured:
Policy No:
Coverage Part: <coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer:

ADDITIONAL NOTICE ENDORSEMENT

In consideration of the premium charged:

- (1) In the event this Policy is not renewed by the Insurer, the Insurer will endeavor to provide <numword usually 30> (<number>) days written notice to the Additional Notice Entities, as defined below, however such notice is not a condition of such non-renewal.
- (2) In the event this Policy is canceled by the Insurer, the Insurer will endeavor to provide <numword usually 10 to 30> (<number>) days written notice to the Additional Notice Entities, however such notice is not a condition of such cancellation.
- (3) In the event this Policy is canceled, or coverage is reduced after the Inception Date of the Policy, pursuant to the request of the Insured, the Insurer will endeavor to provide <numword usually 10 to 30> (<number>) days written notice of such request to the Additional Notice Entities, however such notice is not a condition to such cancellation or modification of coverage.
- (4) For the purposes of this endorsement, the term "Additional Notice Entities" means the following entities:

<NAME AND ADDRESS>

- (5) It is understood and agreed that the Insurer has not obligations to the Additional Notice Entities, nor shall the Insurer be held liable in any way for any failure to provide the notice described above.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part: <LIST ANY APPLICABLE>

Effective:
12:01 A.M. Standard Time
Insurer:

RESCINDABILITY ENDORSEMENT

In consideration of the premium charged, solely with respect to any Claim against an Insured Person as to which indemnification by the Adviser, Mutual Fund, Investment Fund or Company is not legally permissible or is not made solely by reason of financial insolvency, the Insurer may not void and/or rescind this Policy with respect to such Claim.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part: <ANY APPLICABLE>

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND INSURED PERSON ENDORSEMENT

In consideration of the premium charged:

- (1) Solely with respect to Indemnifiable Claims, the term "Insured Person," as defined in the Coverage Part, shall be deemed to include <NAME>. The certificate of incorporation, charter, articles of incorporation or other organizational documents of any Insured that is organized as a Corporation, Limited Liability Company, Limited Partnership, Investment Company or Trust, including bylaws and resolutions, will be deemed to provide indemnification to such Insured Person to the fullest extent permitted by law. The term "Insured Person" shall not include any such individual with respect to any non-Indemnifiable Claim.
- (2) For the purposes of this endorsement, the term "Indemnifiable Claim" means a Claim (a) made against an Insured Person for Loss as to which indemnification by the Named Insured, Investment Fund, Company, Adviser, Sponsor Organization, Plan, Mutual Fund (as applicable) is legally permissible, whether or not actual indemnification is made unless such indemnification is not made by such entity(ies) solely by reason of its financial insolvency.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part: <CAN ONLY LIST ONE>

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND EXCLUSION (B) ENDORSEMENT

In consideration of the premium charged, Section III Exclusions (B) of this Coverage Part of the Policy is amended to read in its entirety as follows:

“(B) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event or Wrongful Act which, before the Inception date of this Policy, was the subject or any notice given under any other <DESCRIBE THIS TYPE OF POLICY – ie ERRORS & OMISSIONS, Management Liability policy, Directors and Officers liability policy, EPL – **Keep Generic**> or similar policy of which this Policy is a renewal or replacement;”

:

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part:<LIST APPLICABLE>

Effective:
12:01 A.M. Standard Time
Insurer:

SEVERABILITY OF EXCLUSIONS ENDORSEMENT

In consideration of the premium charged, the last sentence of Section III Exclusions of the Coverage Part is amended to read in its entirety as follows:

“No conduct of any Insured Person will be imputed to any other Insured to determine the application of any of the above EXCLUSIONS.”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part: <LIST APPLICABLE>

Effective:
12:01 A.M. Standard Time
Insurer:

ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charged:

- (1) The term "Insured," as defined in Section II Definitions of the Coverage Part, is amended to include the entity(ies) scheduled below (each an "Additional Entity") but only with respect to Wrongful Acts committed or allegedly committed by <enter named insured>:

<entities>

- (2) No coverage will be available under this Policy for Claims for any act, error, omission or Wrongful Act committed or allegedly committed by an Additional Entity.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part: Investment Fund Management and Professional Liability,
Investment Advisers Professional Liability

Effective:
12:01 A.M. Standard Time
Insurer:

SEVERABILITY OF EXCLUSIONS ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that no conduct of any Insured will be imputed to any other Insured to determine the application of any of the EXCLUSIONS in the above Coverage Parts.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:
Coverage Part: <coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer:

SPECIFIED NOTICE EXCLUSION

In consideration of the premium charged, no coverage will be available under this Policy for Loss, including Defense Expenses in connection with any fact, circumstance, situation, transaction, event or Wrongful Act set forth below which, before the Inception Date of this Policy, was the subject of any notice given under any other insurance policy or in connection with any Claim, based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event or Wrongful Act underlying or alleged therein:

<identify specific fact, circumstance, situation, transaction, event or Wrongful Act>

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.:
Named Insured:
Policy No:
Coverage Part: <coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer:

FAILURE TO EFFECT/MAINTAIN INSURANCE EXCLUSION

In consideration of the premium charged, no coverage will be available under this Policy for any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the failure of an Insured to effect or maintain any type of insurance.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

Print Name

Title

Endorsement No.:

Named Insured:

Policy No:

Coverage Part: **<can be used on any part – fill in applicable>**

Effective:

12:01 A.M. Standard Time

Insurer:

AMEND EXCLUSION (B) ENDORSEMENT

In consideration of the premium charged, Section III Exclusion (B) of the Coverage Part is amended to read in its entirety as follows:

“(B) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event or Wrongful Act which, before the Inception Date of this Policy, was the subject of any notice given under any other policy of insurance of which this Policy is a renewal or replacement, or it may succeed in time;”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:

Named Insured:

Policy No:

Coverage Part: <invest fund or invest adv d&o>

Effective:

12:01 A.M. Standard Time

Insurer:

INSURED V. INSURED ENDORSEMENT

In consideration of the premium charged, Section III Exclusions (F) of the Coverage Part shall not apply to Claims brought and maintained in a jurisdiction outside the United States of America, including its territories and possessions.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part: <can be used on any part – fill in applicable>

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND EXCLUSION (B) ENDORSEMENT

In consideration of the premium charged, Section III Exclusion (B) of the Coverage Part is amended to read in its entirety as follows:

“(B) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event or Wrongful Act which, before the Inception Date of this Policy, was the subject of any notice given under any other policy of insurance of which this Policy is a renewal or replacement;”

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time

EXTENSION OF COVERAGE TO INSURED PERSONS OF A CO-INSURED ENTITY

In consideration of the premium charged:

- (1) For purposes of this endorsement, the term "Co-Insured Entity" will mean the following:
 - >
 - >
- (2) The term "Insured will include each entity listed in paragraph (1) above as a Co-Insured Entity. However, coverage will only be available under this Policy for Loss resulting from a Claim against the Insured Persons of a Co-Insured Entity only if and to the extent that and during any time that a Claim against the Insured Persons of a Co-Insured Entity is also a Claim against an Insured Person of the Named Insured identified in Item 1 of the Declarations for a Wrongful Act.
- (3) The term "Insured Person" will include any individual who is a past, present or future director or officer or member of the Board of Managers of a Co-Insured Entity, who serves in any functionally equivalent role in connection with any Co-Insured Entity or any subsidiary thereof organized or operating outside of the United States, or, solely with respect to a Claim as described in paragraph (2) above, who is a past, present or future employee of any Co-Insured Entity. However, coverage will be available under this Policy for Loss resulting from a Claim against any such individual only if and to the extent that and during any time that:
 - (a) a Claim against any such individual is also a Claim against an Insured Person for a Wrongful Act, and
 - (b) such Claim is for any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by such person while acting in one or more of the capacities enumerated above.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.

Effective:

Named Insured:

12:01 A.M. Standard Time

Policy No:

AMEND DEFINITION OF INSURED PERSON TO INCLUDE MEMBERS OF SPECIFIED ADVISORY BOARDS

In consideration of the premium charged:

(1) The term "Insured Person" shall include those individuals who are members of the following Advisory Boards, but solely in their capacity as members of the Advisory Boards indicated below ("Advisory Board Capacity"):

- >
- >
- >

(2) The term "Wrongful Act" will include any actual or alleged act, error, omission, misstatement, misleading statement, neglect, breach of duty by any Insured Person identified in paragraph (1) above in his or her Advisory Board Capacity.

All other terms, conditions and limitations of this policy shall remain unchanged.

Endorsement No.:

Effective:

Named Insured:

12:01 A.M. Standard Time

Policy No:

AMEND DEFINITION OF PROFESSIONAL SERVICES

In consideration of the premium charged, the definition of "Professional Services" shall include the following services:

>
>

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part: <coverage parts>

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND DEFINITION OF INSURED PERSON

In consideration of the premium charged, the term "Insured Person," as defined in the Coverage Part, shall be deemed to include <NAMES>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time

SCHEDULED CLAIMS EXCLUSION

In consideration of the premium charged, the Insurer shall not be liable to make any payment for Loss in connection with any Claim made against any of the Insureds by or on behalf of or in the name of:

name of claimant

or any director, officer, employee, subsidiary, assignee, trustee, or shareholder of:

name of entity.

All other terms, conditions and limitations of this Policy remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND DEFINITION OF INSURED

In consideration of the premium charged, the term "Insured" shall be deemed to include

< >

All other terms, conditions and limitations of this policy shall remain unchanged.

Endorsement No.
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer:

REINSTATEMENT OF LIMIT

In consideration of the premium charged:

- (1) If a Claim is reported to the Insurer in accordance with the terms of this Policy, the Insured shall thereafter have the right to purchase from the Insurer a reinstatement of the maximum aggregate Limit of Liability of this Policy ("Reinstatement"). The Insured may exercise such right only if, no more than sixty (60) days after the Insurer first receives notice of such Claim but no later than sixty days after the termination of the Policy Period, it gives the Insurer written notice of its intention to do so. The Insured may purchase only one such Reinstatement during the Policy Period, regardless of the number of Claims reported to the Insurer.
- (2) Coverage under the Reinstatement shall apply specifically excess of this Policy and of all other policies, if any, which are specifically excess of this Policy. No coverage will be available under the Reinstatement for any Loss, including Defense Expenses, until the Insurer's original maximum aggregate Limit of Liability under this Policy and the limit or limits of all other policies, if any, which are specifically excess of this Policy shall have been exhausted by the payment of losses thereunder. Except as otherwise set forth in this endorsement, coverage under the Reinstatement shall be subject to the same terms and conditions as are contained in this Policy and shall terminate on the same date that this Policy terminates.
- (3) The Insurer's maximum aggregate Limit of Liability under the Reinstatement shall be \$_____, which shall be the Insurer's maximum aggregate Limit of Liability under the Reinstatement for all Claims first made during the period the Reinstatement is in effect. In addition, the Insurer's maximum aggregate Limit of Liability under this Policy and the Reinstatement, combined, shall be \$_____ for all Loss on account of any single Claim or any two or more Claims arising from the same or Interrelated Wrongful Acts which are deemed to constitute a single Claim pursuant to Section II General Conditions (D) of the General Terms And Conditions of this Policy. The immediately preceding sentence further limits and does not increase the Insurer's maximum aggregate Limit of Liability under this Policy or the Reinstatement.
- (4) Coverage under the Reinstatement shall apply, subject to all other applicable terms and conditions, only to Loss resulting from Claims first made on or after the inception date of the Reinstatement. No coverage will be available under the Reinstatement for Loss, including Defense Expenses, resulting from any Claim based upon, arising from, directly or indirectly resulting from, or in consequence of, or in any way involving:
 - (a) any fact, circumstance, situation, transaction, event, Wrongful Act which, prior to the inception date of the Reinstatement, was the subject of any notice given under this Policy or any prior similar policy;
 - (b) any Claim made or pending or any order, decree or judgment entered against or settlement effected by the Insureds on or prior to the inception date of the Reinstatement; or
 - (c) the same or any substantially similar facts, circumstances, situations, transactions, events, Wrongful Acts underlying or alleged in any such Claim, order, decree, judgment or settlement.
- (5) The Premium for the Reinstatement shall be percentage amount (___%) of the remaining unearned pro-rata premium for this Policy, calculated as of the inception date of the Reinstatement, or \$_____, whichever is greater. As a condition precedent to the rights of the Insureds to additional coverage under this endorsement, the Premium for the Reinstatement must be paid within thirty (30) days of the Insured's written notice to the Insurer of its election to purchase the Reinstatement. The Premium for the Reinstatement shall be deemed fully earned on the date that such premium is paid to the Insurer.

Endorsement No.

Effective:

Named Insured:

12:01 A.M. Standard Time

Policy No:

Insurer:

- (6) The inception date of the Reinstatement shall be the date on which the Insurer first receives such notice of election from the Insured, unless the Insurer and the Insured mutually agree in writing upon another date.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.

Effective:

Named Insured:

12:01 A.M. Standard Time

Policy No:

INITIAL PUBLIC OFFERING REGISTRATION PERIOD ENDORSEMENT

In consideration of the premium charged:

- (1) If, during the Policy Period, any Insured covered under this policy intends to file with the Securities and Exchange Commission a registration statement under the Securities Act of 1933, whether on Form S-1 or otherwise (a "Filing"), the Insured will, no later than fifteen (15) days prior to the first offer or sale (a "Transaction") of securities made in connection with such registration statement, give the Insurer written notice containing full details thereof. The Insurer shall thereupon be entitled, with respect to any portion of the Policy Period from and after the Transaction, to impose such terms, conditions, limitations of coverage and such additional premium in connection with the foregoing as the Insurer, in its sole discretion, may require.
- (2) The Insurer will be liable to pay Loss, including Defense Expenses, from any Claim based upon or arising out of a Filing until occurrence of a Transaction with respect to such Filing. However, from and after the effective date of any such Transaction, if the Insured has failed for any reason to give the Insurer notice of such Filing and Transaction, or has failed to accept such terms, conditions, limitations of coverage and such additional premium in connection with such transaction as the Insurer, in its sole discretion, may require, all as provided in paragraph (1) above, the Insurer will not be liable to pay Loss, including Defense Expenses, from any Claims based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving such Transaction.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.
Named Insured:
Policy No:

12:01 A.M. Standard Time
Insurer:

Effective:

AMEND DEFINITION OF INSURED PERSON TO INCLUDE MEMBERS OF SPECIFIED ADVISORY BOARDS

In consideration of the premium charged:

- (1) The term "Insured Person" shall include those individuals who are members of the following Advisory Boards, but solely in their capacity as members of the Advisory Boards indicated below ("Advisory Board Capacity"):
 - >
- (2) The term "Wrongful Act" will include any actual or alleged act, error, omission, misstatement, misleading statement, neglect, breach of duty by any Insured Person identified in paragraph (1) above in his or her Advisory Board Capacity.
- (3) Section III Exclusion (F) of the [fill in coverage part] Coverage Part will not apply to Claims made against an Insured brought by a Limited Partner of [fill in name of Limited Partnership] who is also a member of an Advisory Board set forth in paragraph (1) above, provided that the Limited Partner is not a General Partner or director or officer of a Corporate General Partner of the Limited Partnership set forth in this paragraph (3).

All other terms, conditions and limitations of this policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time

DELETE EXCLUSION

In consideration of the premium charged, Section III Exclusions (*fill in blank*) of the *fill in coverage part here* Coverage Part is deleted in its entirety.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.
Named Insured:
Policy No:
Coverage Part: <any coverage part(s)- fill in applicable>

Effective:
12:01 A.M. Standard Time

MANAGING MEMBER ENDORSEMENT

In consideration of the premium charged:

- (1) The term "member" as used in Section II Definitions and Section IV Conditions of the Coverage Part is amended to "managing member."
- (2) The term "member" as used in Section III Exclusions of the Coverage Part shall specifically include "managing member."

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval

Print Name

Sr. Vice President

Title

Endorsement No.

Effective:

Named Insured:

12:01 A.M. Standard Time

Policy No:

AMEND DEFINITION OF INSURED PERSON TO INCLUDE MEMBERS OF SPECIFIED ADVISORY BOARDS

In consideration of the premium charged:

(1) The term "Insured Person" shall include those individuals who are members of the following Advisory Boards, but solely in their capacity as members of the Advisory Boards indicated below ("Advisory Board Capacity"):

>
>
>

(2) The term "Wrongful Act" will include any actual or alleged act, error, omission, misstatement, misleading statement, neglect, breach of duty by any Insured Person identified in paragraph (1) above in his or her Advisory Board Capacity.

(3) Section III Exclusion (F) of the [fill in coverage part] Coverage Part will not apply to Claims made against an Insured that are brought by a Limited Partner of [fill in name of Limited Partnership] who is also a member of an Advisory Board set forth in paragraph (1) above.

All other terms, conditions and limitations of this policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.
Named Insured:
Policy No:
Coverage Part: <all applicable coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer: <IH, Greenwich, XLSpec>

NON-PYRAMIDING ENDORSEMENT

In consideration of the premium charged:

- (1) If any Claim made against any Insured gives rise to coverage both under this Policy and under Policy No. <POLICYNO> (the "Other Policy") issued to <NAMED INSURED of OTHER POLICY> by the Insurer or an affiliated company of the Insurer (collectively, the "Insurer"), the maximum aggregate limit of liability under all such other policies for all Loss, including Defense Expenses, in respect of such Claim shall not exceed the largest single available limit of liability under either such policies, including this Policy.
- (2) Nothing in this endorsement is intended, nor shall it be construed, to obligate or require the Insurer to pay Loss, including Defense Expenses, under this Policy in respect of such Claim in any amount exceeding the available Limit of Liability under this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.
Named Insured:
Policy No:
Coverage Part: <coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer: <IH, Greenwich, XLSpec>

PER CLAIM LIMIT OF LIABILITY ENDORSEMENT

In consideration of the premium charged,

- (1) Item 3(b) of the Declarations is amended to read in its entirety as follows:
 - “(b) (i) <per claim limit> Maximum Aggregate Limit of Liability each Policy Period (including Defense Expenses) for each Claim under the Investment Advisors Professional Liability Coverage Part; but not to exceed
 - (ii) <maximum limit> Maximum Aggregate Limit of Liability each Policy Period (including Defense Expenses) for all Claims under the Investment Advisors Professional Liability Coverage Part”
- (2) The amount set forth in Item 3(b)(i) shall be the Maximum Aggregate Limit of Liability for the Coverage Part for all Loss, including Defense Expense, for each Claim made or deemed made during the Policy Period, which amount shall be part of and not in addition to the Maximum Aggregate Limit of Liability for the Coverage Part for all Loss, including Defense Expenses, from all Claims made or deemed made during the Policy Period set forth in Item 3(b)(ii). The amount set forth in Item 3(b)(ii) shall be part of and not in addition to the Maximum Aggregate Limit of Liability set forth in Item 3(g) of the Declarations which amount is applicable to all Loss from all Claims for which this Policy provides coverage.
- (3) Section II General Conditions (A)(1) of the General Terms and Conditions is amended to the extent necessary to effect the purpose and intent of this endorsement.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No:
 Named Insured:
 Policy No:
 Coverage Part: <coverage part(s)>

Effective:
 12:01 A.M. Standard Time
 Insurer:

NON-ENTITY EMPLOYMENT PRACTICES ENDORSEMENT

In consideration of the premium charged:

- (1) For the purposes of this endorsement the following terms shall have the meanings set forth below:
- (a) "Employment Practices Wrongful Act" means any actual or alleged:
- (i) wrongful termination of employment whether actual or constructive;
 - (ii) employment discrimination of any kind including violation of any federal, state or local law involving employment or discrimination in employment which would deprive or potentially deprive any person of employment opportunities or otherwise adversely affect his or her status as an employee, because of such person's race, color, religion, age, gender, national origin, disability, sexual preference, pregnancy, or other protected status;
 - (iii) unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature or other harassment in the workplace of an employee of the Insured Entity;
 - (iv) wrongful deprivation of career opportunity, negligent supervision, failure to grant tenure, employment related misrepresentations, retaliatory treatment against an employee of the Insured Entity, failure to promote, demotion, wrongful discipline or evaluation, or negligent or refusal to hire;
 - (v) employment related libel, slander, humiliation, defamation, or invasion of privacy; or
 - (vi) failure to provide or enforce adequate or consistent policies and procedures relating to any Employment Practices Wrongful Act;
- by any Insured Person in his or her capacity as such.
- (b) "Employment Practices Claim" means any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any Employment Practices Wrongful Act.
- (2) The term "Claim," as defined in Section II General Definitions (B) of the General Terms and Conditions, is amended to include an administrative or regulatory investigation when conducted by the Equal Employment Opportunity Commission ("EEOC") or similar state, local or foreign agency, which is commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to an Insured Person. "Claim" will not include any labor or grievance arbitration or other proceeding which is subject to a collective bargaining agreement.
- (3) The term "Wrongful Act," as defined in Section II Definitions (J) of the Coverage Part, is amended to include any Employment Practices Wrongful Act.
- (4) Solely with respect to the coverage provided by this endorsement, the term "Loss," as defined in General Definitions (G) of the General Terms and Conditions, shall not include any costs associated with the modification of any building or property in order to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the American With Disabilities Act or the Civil Rights Act of 1964, and any amendments thereto or any similar federal, state or local statute, regulation, or common law.

- (5) Section III Exclusions (C) of the Coverage Part shall not apply to any allegations of emotional distress, loss of reputation, mental anguish or humiliation, but solely to the extent such allegations are made as part of a Claim for an Employment Practices Wrongful Act.
- (6) Section III Exclusions (F) of the Coverage Part is amended to read in its entirety as follows:
- "(F) brought by, or on behalf of, or at the direction of any Insured, except and to the extent such Claim is brought:
- (1) in the form of a crossclaim, third party claim or other claim for contribution or indemnity by an Insured Person which is part of or results directly from a Claim which is not otherwise excluded by the terms of this Policy;
 - (2) by an Insured with respect to which failure to make such Claim would result in liability to the Insured for failure to do so;
 - (3) derivatively by a security holder of an Investment Fund who, when such Claim is made and maintained, is acting independently of, and without the solicitation, assistance, participation or intervention of any Insured; or
 - (4) for an Employment Practices Wrongful Act;"
- (7) No coverage will be available under this Coverage Part for any Employment Practices Claim:
- (a) based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction, event or Wrongful Act which, before the Effective Date of this endorsement, was the subject of any notice given under any employment practices liability or similar insurance policy;
 - (b) for any actual or alleged violation of the Occupational Safety and Health Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the National Labor Relations Act, including any amendments thereto, or any rule or regulation promulgated thereunder or any similar federal, state, local or common law or regulation; provided that this exclusion shall not apply to actual or alleged retaliation against an Insured Person for exercising his or her rights under any such law(s);
 - (c) seeking only injunctive or non-monetary relief, regardless of whether a prevailing claimant may be entitled to recover attorney's fees and costs; provided that this exclusion shall not apply to the Insurer's obligation to defend such Claim and to pay Defense Expenses resulting therefrom; or
 - (d) for any liability arising out of a lockout, strike, picket line, hiring of replacement workers, or other similar actions in connection with labor disputes or labor negotiations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No:
Named Insured:
Policy No:
Coverage Part: <coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer:

REINSTATEMENT OF LIMIT

In consideration of the premium charged:

- (1) If a Claim is reported to the Insurer in accordance with the terms of this Policy, the Insured shall thereafter have the right to purchase from the Insurer a reinstatement of the maximum aggregate Limit of Liability of this Policy ("Reinstatement"). The Insured may exercise such right only if, no more than sixty (60) days after the Insurer first receives notice of such Claim but no later than sixty days after the termination of the Policy Period, it gives the Insurer written notice of its intention to do so. The Insured may purchase only one such Reinstatement during the Policy Period, regardless of the number of Claims reported to the Insurer.
- (2) Coverage under the Reinstatement shall apply specifically excess of this Policy and of all other policies, if any, which are specifically excess of this Policy. No coverage will be available under the Reinstatement for any Loss, including Defense Expenses, until the Insurer's original maximum aggregate Limit of Liability under this Policy and the limit or limits of all other policies, if any, which are specifically excess of this Policy shall have been exhausted by the payment of losses thereunder. Except as otherwise set forth in this endorsement, coverage under the Reinstatement shall be subject to the same terms and conditions as are contained in this Policy and shall terminate on the same date that this Policy terminates.
- (3) The Insurer's maximum aggregate Limit of Liability under the Reinstatement shall be \$_____, which shall be the Insurer's maximum aggregate Limit of Liability under the Reinstatement for all Claims first made during the period the Reinstatement is in effect. In addition, the Insurer's maximum aggregate Limit of Liability under this Policy and the Reinstatement, combined, shall be \$_____ for all Loss on account of any single Claim or any two or more Claims arising from the same or Interrelated Wrongful Acts which are deemed to constitute a single Claim pursuant to Section II General Conditions (D) of the General Terms And Conditions of this Policy. The immediately preceding sentence further limits and does not increase the Insurer's maximum aggregate Limit of Liability under this Policy or the Reinstatement.
- (4) Coverage under the Reinstatement shall apply, subject to all other applicable terms and conditions, only to Loss resulting from Claims first made on or after the inception date of the Reinstatement. No coverage will be available under the Reinstatement for Loss, including Defense Expenses, resulting from any Claim based upon, arising from, directly or indirectly resulting from, or in consequence of, or in any way involving:
 - (a) any fact, circumstance, situation, transaction, event, Wrongful Act which, prior to the inception date of the Reinstatement, was the subject of any notice given under this Policy or any prior similar policy;
 - (b) any Claim made or pending or any order, decree or judgment entered against or settlement effected by the Insureds on or prior to the inception date of the Reinstatement; or
 - (c) the same or any substantially similar facts, circumstances, situations, transactions, events, Wrongful Acts underlying or alleged in any such Claim, order, decree, judgment or settlement.
- (5) The Premium for the Reinstatement shall be <AMT>. As a condition precedent to the rights of the Insureds to additional coverage under this endorsement, the Premium for the Reinstatement must be paid within thirty (30) days of the Insured's written notice to the Insurer of its election to purchase the Reinstatement. The Premium for the Reinstatement shall be deemed fully earned on the date that such premium is paid to the Insurer.
- (6) The inception date of the Reinstatement shall be the date on which the Insurer first receives such notice of election from the Insured, unless the Insurer and the Insured mutually agree in writing upon another date.

- (7) The Reinstated Limit shall be excess of any excess insurance which was in force prior to the date of the Reinstatement (the "Excess Policies"), and all such Excess Policies must be completely exhausted by payment of loss, damages or defense costs thereunder before the Insurer shall have any obligation to make any payment on account of the Reinstatement. If during the Policy Period any of the Excess Policies are amended, or if any such policy expires or lapses and either is not renewed or replaced or is renewed or replaced on different terms, the Insurer will not be liable to make payment from the Reinstatement to any earlier or greater degree than the Insurer would have been had the Excess Policies been maintained in full effect and afforded coverage at least as broad as this Policy. Under such circumstances, such coverage may not be continuous, such that, before the Reinstatement shall attach, some or all of any risk or liability for which the Excess Policies would have provided coverage may be uninsured. The Insurer shall not be liable to pay any amount of the Reinstatement unless and until the full amount of the Excess Policies has been paid by the issuer(s) of the Excess Policies, the Insureds or otherwise.
- (8) Unless and until the Insured elects to purchase the Reinstatement, the Insurer's maximum aggregate limit of liability for all Claims during the Policy Period shall be the amount set forth in Item 3(g) of the Declarations. If the Insured elects to purchase the Reinstatement, the Insurer's maximum aggregate limit of liability for all Claims during the Policy Period shall be increased, effective on the date of the Reinstatement, by the amount of the Reinstatement; provided that in no event will the Insurer's maximum aggregate limit of liability for all Claims during the Policy Period exceed <2XORIGLIMIT>. In all events, the Insurer's maximum aggregate limit of liability for any one Claim made against the Insureds during the Policy Period shall be <ORIGLIMIT>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.:
Named Insured:
Policy No:
Coverage Part: <coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer:

TIE-IN LIMITS ENDORSEMENT

In consideration of the premium charged, in addition to this Policy, the Insurer has also agreed to issue to the Named Insured a <insert policy name, number, etc> (the "Other Policy"). It is expressly acknowledged by the Named Insured that the premium for these policies has been negotiated with the understanding that both policies would have shared limits of liability. Therefore, in consideration of the premium charged:

- (1) Any payment of Loss, including Defense Expenses, under this Policy will reduce the limit of liability available under the Other Policy for the defense and settlement of, or the payment of any liabilities in connection with, any claim or claims made under the Other Policy.
- (2) Any payment of loss or damages, including costs and expenses of defense, under the Other Policy will reduce the maximum aggregate Limit of Liability available under this Policy as set forth in Item 3(g) of the Declarations for the defense and settlement of, or the payment of any liabilities in connection with, any Claim or Claims made under this Policy during the Policy Period.
- (3) If the Insurer shall have paid Loss, including Defense Expenses, under this Policy and loss or damages, including costs and expenses of defense, under the Other Policy in an aggregate amount equaling <TOTAL LIMIT OF THIS POLICY> any and all obligations of the Insurer under this Policy will be completely fulfilled and extinguished, and the Insurer will have no further obligations of any kind or nature whatsoever under this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No:
Named Insured:
Policy No:
Coverage Part: <ANY APPLICABLE coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer:

ELECTION OF OPTIONAL EXTENSION PERIOD ENDORSEMENT

In consideration of an additional premium of <ADDPREM> charged:

- (1) Item 2 of the Declarations is amended to read in its entirety as follows:
 "ITEM 2. Policy Period: From: <Orig Inception Date> To: <New Expiration>
 At 12: 01 AM Standard Time at the Mailing Address Shown Above"
- (2) Item 5 of the Declarations is deleted in its entirety.
- (3) Item 8 of the Declarations is amended to read in its entirety as follows:
 "ITEM 8. Premium
 Total Policy Premium: \$ <AMT>"
- (4) It is expressly understood and agreed that the maximum aggregate Limits of Liability set forth in Item 3 of the Declarations shall continue to be the maximum aggregate Limits of Liability for the entire Policy Period, as amended in paragraph (1) above.
- (5) No coverage shall be available under this Policy for Claims based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any Wrongful Act committed or allegedly committed on or after <DATE>.
- (6) The Insureds will have no right to purchase any further extension of coverage afforded under this Policy with respect to any Claim first made against the Insureds after the expiration of the Policy Period, as amended in paragraph (1) above. Accordingly, Section II General Conditions (G) of the General Terms and Conditions of the Policy and all other references in the Policy to an Optional Extension Period are deleted in their entirety.
- (7) Section II General Conditions (F)(1) of the General Terms and Conditions of the Policy is amended to read in its entirety as follows:
 "(1) Except for the nonpayment of premium, as set forth in (F)(2) below, the Named Insured has the exclusive right to cancel this Policy. Cancellation may be effected by mailing to the Insurer written notice when such cancellation shall be effective, provided the date of cancellation is not later than the Policy Expiration Date set forth in Item 2 of the Declarations."
- (8) The entire premium for this Policy shall be deemed fully earned as of <RUNOFF INCEPTION DATE>.
- (9) Section II General Conditions (C)(2) of the General Terms and Conditions of the Policy is deleted in its entirety.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:

Effective:
12:01 A.M. Standard Time
Insurer: Indian Harbor Insurance Company

AMEND DEFINITION OF INSURED PERSON

In consideration of the premium charged, the term "Insured Person," as defined in the Coverage Part, shall be deemed to include >. The certificate of incorporation, charter, articles of incorporation or other organizational documents of any Insured that is organized as a Corporation, Limited Liability Company, Limited Partnership, Investment Company or Trust, including bylaws and resolutions, will be deemed to provide indemnification to such Insured Person to the fullest extent permitted by law.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No:
Coverage Part: All Applicable

Effective:
12:01 A.M. Standard Time
Insurer:

ADDITIONAL INSURED WITH PRIOR ACTS EXCLUSION ENDORSEMENT

In consideration of the premium charged:

- (1) With respect to the Investment Fund Management and Professional Liability Coverage Part, the term "Insured Entity," as set forth in Section II Definitions of such Coverage Part, is amended to include the entities listed in paragraph 4 below, but solely with respect to Wrongful Acts committed or allegedly committed by such entity or its Insureds on or after the date set forth opposite each entity.
- (2) With respect to the Employment Practices Liability Coverage Part and the Pension and Welfare Benefit Plan Fiduciary Liability Coverage Part, the term "Company," as set forth in Section II Definitions of each such Coverage Part, is amended to included the entities listed in paragraph 4 below, but solely with respect to Wrongful Acts committed or alleged committed by such entity or its Insureds on or after the date set forth opposite each entity.
- (3) With respect to the Investment Advisers Management Liability Coverage Part and the Investment Advisers Professional Liability Coverage Part, the term "Adviser," as set forth in Section II Definitions of each such Coverage Part, is amended to included the entities listed in paragraph 4 below, but solely with respect to Wrongful Acts committed or alleged committed by such entity or its Insureds on or after the date set forth opposite each entity.
- (4) Below are the additional entities described in the above paragraphs (1), (2) and (3):

<u>Name</u>	<u>Date</u>

- (5) No coverage will be available under this Policy for any Claim based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any Wrongful Act committed or allegedly committed by the entities set forth in paragraph (4) above or their Insureds before the date set forth opposite each entity.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No:
Named Insured:
Policy No:
Coverage Part: <any coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer:

OPTION TO PURCHASE REINSTATEMENT OF THE LIMIT OF LIABILITY ENDORSEMENT

In consideration of the premium charged:

- (1) Subject to the terms and conditions hereinafter set forth, the Parent Company shall have the right to purchase one (1) reinstatement of the Limit of Liability set forth in Item 3(g) of the Declarations (the "Reinstated Limit").
- (2) The Reinstated Limit shall be expressly conditioned on the following:
 - (a) The Policy shall be in full force and effect on the date of purchase;
 - (b) A Claim is reported to the Insurer in accordance with the terms of this Policy;
 - (c) The Parent Company shall notify the Insurer, in writing, of its intention to purchase the Reinstated Limit (a "Reinstatement Notice"). If purchased by the Parent Company, the Reinstated Limit shall be effective on the date designated by the Parent Company in such notice (the "Reinstated Limit Activation Date"); provided that in no event shall such date be prior to the date of the Reinstatement Notice; and
 - (d) The Parent Company shall pay an additional premium of <PREMIUM>, at the same time as, or within <NUMBER> days following, delivery of the Reinstatement Notice. Such additional premium shall be deemed to be fully earned on and as of the Reinstated Limit Activation Date.
 - (e) Solely in the event of the purchase of such Reinstated Limit, it is understood and agreed that the applicable limits of liability for the individual coverage parts set forth in Item 3 of the Declarations shall be reinstated.
- (3) The Reinstated Limit shall apply only to Loss, including Defense Expenses, from Claims first made against an Insured Person during the Policy Period and on or after the Reinstated Limit Activation Date.
- (4) The Insurer shall not pay all or any portion of the Reinstated Limit for any Claim 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 against any Insured as of the Reinstated Limit Activation Date; or
 - (b) any fact, circumstance or situation which, before the Reinstated Limit Activation Date was the subject of any notice given under any other insurance policy.
- (5) The Reinstated Limit shall be excess of any excess insurance which was in force prior to the Reinstated Limit Activation Date (the "Excess Policies"), and all such Excess Policies must be completely exhausted by payment of loss, damages or defense costs thereunder before the Insurer shall have any obligation to make any payment on account of the Reinstated Limit. If during the Policy Period any of the Excess Policies are amended, or if any such policy expires or lapses and either is not renewed or replaced or is renewed or replaced on different terms, the Insurer will not be liable to make payment from the Reinstated Limit to any earlier or greater degree than the Insurer would have been had the Excess Policies been maintained in full effect and afforded coverage at least as broad as this Policy. Under such circumstances, such coverage may not be continuous, such that, before the Reinstated Limit shall attach, some or all of any risk or liability for which the Excess Policies would have provided coverage may be uninsured. The Insurer shall not be liable to

pay any amount of the Reinstated Limit unless and until the full amount of the Excess Policies has been paid by the issuer(s) of the Excess Policies, the Insureds or otherwise.

- (6) Unless and until the Parent Company elects to purchase the Reinstated Limit, the Insurer's maximum aggregate limit of liability for all Claims during the Policy Period shall be the amount set forth in Item 3 of the Declarations. If the Parent Company elects to purchase the Reinstated Limit, the Insurer's maximum aggregate limit of liability for all Claims during the Policy Period shall be increased, effective on the Reinstated Limit Activation Date, by the amount of the Reinstated Limit; provided that in no event will the Insurer's maximum aggregate limit of liability for all Claims during the Policy Period exceed ~~<2XORIGLIMIT>~~. In all events, the Insurer's maximum aggregate limit of liability for any one Claim made against the Insureds during the Policy Period shall be ~~<ORIGLIMIT>~~.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title

Endorsement No.:
Named Insured:
Policy No:
Coverage Part: General Terms and Conditions

Effective:
12:01 A.M. Standard Time
Insurer:

AMEND CLAIM DEFINITION ENDORSEMENT

In consideration of the premium charged, Section I General Definitions (B) of the General Terms and Conditions of the Policy is amended to include a formal civil, criminal, administrative or regulatory investigation of an Insured which is commenced by the filing or issuance of notice of charges, formal investigative order or similar document identifying in writing such Insured as a person or entity against whom a proceeding as described in General Definitions (B)(2) or (3) may be commenced.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No.:
Named Insured:
Policy No.:
Coverage Part: Investment Fund Management and Professional Liability and Investment Advisors Management Liability

Effective:
12:01 A.M. Standard Time
Insurer:

CO-DEFENDANT ENDORSEMENT

In consideration of the premium charged:

- (1) With respect to the Investment Fund Management and Professional Liability Coverage Part, the term "Insured Entity," as set forth in Section II Definitions of such Coverage Part, is amended to include the entities scheduled in paragraph 4 below, (each a "Co-Defendant"), but only with respect to, to the extent that, and during such time that a Claim:
 - (a) made against a Co-Defendant is also made and continuously maintained against an Insured; and
 - (b) is for a Wrongful Act of an Insured.
- (2) With respect to the Investment Advisers Management Liability Coverage Part and the Investment Advisers Professional Liability Coverage Part, the term "Adviser," as set forth in Section II Definitions of such Coverage Part, is amended to include the entities scheduled in paragraph 4 below, (each a "Co-Defendant"), but only with respect to, to the extent that, and during such time that a Claim:
 - (a) made against a Co-Defendant is also made and continuously maintained against an Insured; and
 - (b) is for a Wrongful Act of an Insured.
- (3) Below are the Co-Defendants described in paragraphs (1) and (2) above:

Entity(ies)
<Entities>
- (4) No coverage will be available under this Policy for any Claim made: (a) solely against a Co-Defendant, or (b) against a Co-Defendant and person or entity, other than an Insured, as defined in each Coverage Part.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No:
Named Insured:
Policy No:
Coverage Part: <coverage part(s)>

Effective:
12:01 A.M. Standard Time
Insurer:

DEFENSE COST ENDORSEMENT

In consideration of the premium charged, upon the written request of an Insured, the Insurer will advance Defense Expenses on a current basis in excess of the applicable Retention, if any, before the disposition of the Claim for which this Policy provides coverage. As a condition of the advancement of Defense Expenses, the Insurer may require a written undertaking, in a form satisfactory to the Insurer, which will guarantee the repayment of any Loss including Defense Expenses paid to or on behalf of the Insured if it is finally determined that the Loss incurred is not covered under this Policy.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Endorsement No:
Named Insured:
Policy No:
Coverage Part(s): All Applicable

Effective:
12:01 A.M. Standard Time
Insurer:

RETROACTIVE DATE ENDORSEMENT

In consideration of the premium charged, no coverage will be available under this Policy for any Claim for any Wrongful Act committed or allegedly committed prior to <RETRODATE>.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Signature

James Koval
Print Name

Sr. Vice President
Title