



**National Fire & Marine Insurance Company**

**Executive First™**

**FIDUCIARY LIABILITY POLICY**

**DECLARATIONS**

**NOTICE: THE COVERAGE PROVIDED UNDER THIS POLICY IS LIMITED TO ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE DISCOVERY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE RETENTION. THE INSURER WILL NOT BE LIABLE FOR DEFENSE COSTS OR OTHER LOSS IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND UNDER THIS POLICY; HOWEVER THE INSURED MAY TENDER THE DEFENSE OF A CLAIM TO THE INSURER. PLEASE REVIEW THE POLICY CAREFULLY.**

<b>Policy No.:</b>	<b>Renewal of:</b>
--------------------	--------------------

**1. Parent Company:** \_\_\_\_\_  
**Mailing Address:** \_\_\_\_\_

**2. Insurer:** National Fire & Marine Insurance Company

**3. Policy Period:** From: \_\_\_\_\_ (Inception Date) to \_\_\_\_\_ (Expiration Date)  
 12:01 a.m. local time at Mailing Address listed in Item 1, above.

<b>4. Limit of Liability:</b>	<b>A. Aggregate Limit of Liability for all Claims:</b>	\$
	<b>B. Sublimit of Liability for all Voluntary Compliance/Correction Program Costs:</b>	\$250,000
	<b>C. Sublimit of Liability for Penalties for Inadvertent Violations of the Privacy Regulations under HIPAA:</b>	\$1,500,000
	<b>D. Sublimit of Liability for Penalties under the Pension Protection Act of 2006:</b>	\$250,000
	<b>E. Sublimit of Liability for Penalties under Section 502(c) of ERISA:</b>	\$250,000
	<b>F. Sublimit of Liability for the 15% or Less Penalty under IRC Section 4975 for Covered Settlements and Judgments:</b>	\$250,000



**G. Sublimit of Liability for Civil Penalties for Inadvertent  
Violations of the Affordable Care Act:**

\$250,000

5. **A. Retention:** \$ Each **Claim** (Not applicable to: **Claims** under Insuring Agreement I.A, Coverage Extension II.A or the civil or tax penalties set forth in Items 4 B – G of these Declarations)
- B. Securities Retention:** \$ Each **Claim**

6. **Notices to Insurer:**

<p><u>For <b>Claims</b> or <b>Potential Claims</b></u> <a href="mailto:claimsnotice@bhspecialty.com">claimsnotice@bhspecialty.com</a></p> <p>or</p> <p>Berkshire Hathaway Specialty Insurance Claims Notice 100 State Street, 20th Floor Boston, MA 02110</p>	<p><u>All Other Notices</u> <a href="mailto:execandprofnotices@bhspecialty.com">execandprofnotices@bhspecialty.com</a></p> <p>or</p> <p>Berkshire Hathaway Specialty Insurance Executive &amp; Professional Lines 100 State Street, 20th Floor Boston, MA 02110</p>
---	---

7. **Discovery Period:**

A. Additional Premium: \$

B. Additional Period:

8. **Premium:** \$ , including \$0 for Terrorism

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY, THE POLICY FORM AND ANY ENDORSEMENTS ATTACHED HERETO, CONSTITUTE THE ABOVE NUMBERED INSURANCE POLICY.

Date of Issue: February 10, 2015

Countersigned by:

Secretary

President