

SIDE A DIRECTORS AND OFFICERS LIABILITY

Dedicated and designed to protect directors, officers, and other insured persons.

Written on a lead or excess Difference in Conditions Side A (DIC Side A) basis.

Single application for all new and renewal Endurance/AEGIS DIC coverage.

Capacity up to \$30 million for both lead and excess DIC Side A coverage.

Limits are in addition to existing AEGIS D&O ABC coverage.

Claims managed by Endurance's dedicated claims team.

Broad Difference in Conditions. DIC applies if the insurer of the underlying policies fails or wrongfully refuses to indemnify the insured persons or:

- is financially unable to pay loss
 - rescinds coverage
 - does not cover the loss
 - is subject to the automatic stay under the bankruptcy code
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The policy does not exclude:

- ERISA
 - Pollution
 - Prior or pending litigation
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Policy exclusions are deleted if any underlying policy covers the loss.

Blanket not-for-profit outside position coverage.

Broad definition of claim includes:

- Written demands
 - Civil, criminal, administrative and extradition proceedings
 - Governmental requests for interviews
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Broad definition of insured person includes:

- Directors, officers, managers, in-house general counsel, and risk managers (including all functional foreign equivalents)
 - If co-defendants, any other employees
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Broad definition of loss includes:

- Punitive and multiplied damages subject to most favorable jurisdiction insurability
 - Foreign Corrupt Practices Act penalties
 - Section 11 and 12 losses
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Insurer may not rescind the policy in whole or in part for any reason.

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Policy cannot be canceled except in the case of non-payment of premium.

Bodily injury/property damage exclusion not applicable to claims by securities holders or independent directors, emotional distress or mental anguish claims, or pollution claims.

Narrowed Fraud/Personal Profit Exclusion:

- Not applicable to defense costs or independent directors
 - Disinterested directors can waive exclusion if triggered by insured's written admission under oath
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Narrowed Insured vs. Insured Exclusion:

- Only applies to claims brought against the named insured in the U.S. or Canada with active participation of at least two current senior executives
 - Not applicable to claims brought by insured persons or a bankruptcy trustee after a takeover of the parent company
 - Independent legal counsel determines whether the insureds are legally required to bring a claim
 - Insureds' only participation in a claim is in compliance with legal process or protected by a whistleblower statute
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Expanded notice of claim provision. Notice to insurer is not required until the general counsel or risk manager learns of the claim; Insurer cannot deny coverage based on late notice unless the insurer was prejudiced.

No insurer consent requirement for defense costs. Defense costs advanced on a current basis.

Insurer may not subrogate against an insured person unless the conduct exclusion applies to the insured person.

Worldwide coverage.

AEGIS D&O members are eligible for continuity credits when purchasing Side-A coverage from Endurance. AEGIS participates in this program as a reinsurer so credits are calculated based on the reinsurance premium flowing to AEGIS.

For more information about Endurance Side A D&O Liability coverage, please contact:

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For more information about AEGIS D&O Liability coverage, please contact:

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The above information is only a summary of certain terms and conditions of the policy. Additional limitations, conditions and exclusions apply. Many of the words used in this description have specific definitions in the policy. Please consult the actual policy for complete details.

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