



National Union Fire Insurance Company of Pittsburgh, Pa.®

A member of American International Group, Inc. and a capital stock company

AIG EXECUTIVE SHIELDSM

THE LAST LINE OF DEFENSE FOR TODAY'S EXECUTIVES

POLICY NUMBER:

REPLACEMENT OF POLICY NUMBER:

NOTICES

COVERAGE WITHIN THIS POLICY IS LIMITED TO LOSS FROM CLAIMS FIRST MADE AGAINST INSURED DURING THE POLICY PERIOD.

DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY AND, ACCORDINGLY, AMOUNTS AVAILABLE TO RESPOND TO SETTLEMENTS AND JUDGMENTS. THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND; HOWEVER, IT MAY ADVANCE DEFENSE COSTS PURSUANT TO THE TERMS OF THIS POLICY PRIOR TO THE FINAL DISPOSITION OF A CLAIM. PLEASE REVIEW THE POLICY FOR DETAILS.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

DECLARATIONS

ITEMS

1	NAMED ENTITY	(the "Named Entity")			
		MAILING ADDRESS:			
		STATE OF INCORPORATION/FORMATION:			

2	POLICY PERIOD	From: <input type="text"/>	To: <input type="text"/>
		12:01 A.M. at the mailing address stated in Item 1 above	

3 **SELECTED INSURED PERSONS**

"Insured Person" means any natural person "Insured" under the **Followed Policy** who during or prior to the Policy Period serves or has served in any of the capacities checked below:

- an independent member of the board of directors (or equivalent body) of the **Named Entity** as such directors are defined by the entity in accordance with applicable law, rules and regulations;
- a member of the board of directors (or equivalent body) of the **Named Entity**, who are not independent members of such body as described above;
- an **Executive** of the **Named Entity**;
- an **Executive** of any **Organization**; or
- an **Employee** of any **Organization**.

Unchecked capacities reflect that such coverage was not purchased and is not provided under this policy.

4 LIMITS AND ATTACHMENT					
4	(a)	LIMIT OF LIABILITY: Aggregate for all Loss and all Insured Persons afforded coverage under this policy combined, including Defense Costs (the "Limit of Liability")			\$
	(b)	TOTAL UNDERLYING LIMITS (see schedule below for details)			\$
	(c)	RETENTIONS OF UNDERLYING POLICIES:			
					\$
				\$	
				\$	
				\$	
5 SCHEDULE OF UNDERLYING POLICIES					
5	Notes	Underlying Insurer	Underlying Policy Number	Limits	Policy Period
	Followed Policy			\$XX,XXX,XXX Primary	XX/XX/XX to XX/XX/XX
				\$XX,XXX,XXX xs \$XX,XXX,XXX	XX/XX/XX to XX/XX/XX
6 PREMIUM					
7	INSURER	(the "Insurer")	National Union Fire Insurance Company of Pittsburgh, Pa.		
		MAILING ADDRESS:			
8	NOTICE OF CLAIMS AND CIRCUMSTANCES	SEND TO:	AIG Domestic Claims, Inc. 175 Water Street New York, New York 10038 Attention: "C-Claims, D&O Claims" Reference: [Insert Policy Number here]		

IN WITNESS WHEREOF, the **Insurer** has caused this policy to be signed on the Declarations by its President, a Secretary and its duly authorized representative.

 PRESIDENT

 SECRETARY

 AUTHORIZED REPRESENTATIVE

 COUNTERSIGNATURE

 DATE

 COUNTERSIGNED AT