

# Summary Comparison Worksheet

## Insurance Services Office (Private Company Coverage Form)

Policy Form No.: ML 00 02 (Coverage Form)  
ML 00 01 (Terms & Conditions)

Contact:

Edition Date: 01 19

Risks Considered:  
Limits Available:  
Minimum Retention:

KEY TO SYMBOLS	
●	= Specifically contains queried provision
○	= Unable to determine
△	= Negotiable
—	= Silent
FF	= Follows form of underlying policy

	<i>Comparison Query</i>	<i>Comment</i>	<i>Policy Reference</i>
	<b>1 POLICY FORM</b>		
1	CLAIMS MADE .....	●	
2	PRIMARY (P), EXCESS (E) .....	P	
3	PART OF PACKAGE/EXECUTIVE PROTECTION POLICY .....	●	
4	PROVIDES DIC COVERAGE TO SUPPLEMENT UNDERLYING POLICY .....	—	
	<b>2 APPLICATION STATEMENTS</b>		
5	ATTACHES TO/FORMS PART OF THE POLICY .....	—	
6	CONTAINS NON-IMPUTATION (N), SEVERABILITY (S) PROVISIONS .....	N, S	T & C, VII, M. 2.
	<b>3 INSURING AGREEMENTS</b>		
7	INDIVIDUAL LIABILITY .....	●	I. A.
8	PAY ON BEHALF (P), INDEMNIFY (I), REIMBURSEMENT (R), PAYS THE LOSS (L) .....	P	I. A.
9	CORPORATE REIMBURSEMENT .....	●	I. B.
10	PAY ON BEHALF (P), INDEMNITY (I), REIMBURSEMENT (R), PAYS THE LOSS (L) .....	P	I. B.
11	ENTITY COVERAGE PROVIDED .....	●	I. C.
12	SECURITIES CLAIMS .....	—	
13	NON-SECURITIES CLAIMS .....	—	
14	SHAREHOLDER DERIVATIVE CLAIMS .....	—	
15	PAYS DEFENSE ONLY .....	—	
	<b>4 PRESUMPTIVE INDEMNITY</b>		
16	PURSUANT OR TO EXTENT ALLOWED BY LAW (A), BY-LAW (B), OTHER CORPORATE DOCUMENT (C) .....	A, B, C	I. B. I. following C. 3.
17	DOES NOT APPLY TO INSOLVENCY .....	●	I., following C. 3.
18	CORPORATE REIMBURSEMENT DEDUCTIBLE APPLIES WHEN CORPORATION PERMITTED BUT DOES NOT INDEMNIFY .....	●	I., following C. 3.
	<b>5 SEVERABILITY/NON-IMPUTATION PROVISIONS</b>		
19	APPLICABLE TO ALL EXCLUSIONS .....	—	
20	APPLIES ONLY TO: .....		
21	16(b) SHORT SWING PROFITS .....	—	
22	DISHONESTY EXCLUSION .....	●	IV. A. 5. b.
23	INCLUDING CRIMINAL ACTS .....	●	IV. A. 5. b.
24	INCLUDING FRAUDULENT ACTS .....	●	
25	PERSONAL PROFIT OR ADVANTAGE EXCLUSION .....	—	
26	RETURN OF UNAPPROVED REMUNERATION EXCLUSION .....	—	
	<b>6 WHO IS INSURED</b>		
27	DIRECTORS & OFFICERS .....	●	See also V. D. V. E.
28	PAST (P) AND FUTURE (F) DIRECTORS/OFFICERS .....	P, F	See also V. D. V. E.
29	EMPLOYEES .....	●	V. F.
30	VOLUNTEERS .....	●	See also T & C, IX. D. V. F.
31	ESTATE, HEIRS .....	●	T & C, VI. B.
32	LEGAL REPRESENTATIVES AND ASSIGNS .....	●	T & C, VI. B.
33	SUBSIDIARIES .....	●	See also IX. N. 1. V. E.
	<b>7 CLAIM REPORTING TO INSURER</b>		
34	WRITTEN NOTICE REQUIRED .....	●	T & C, VII. L. 1.
35	IMMEDIATELY (A), AS SOON AS PRACTICABLE (B), AS SOON AS POSSIBLE (C) .....	B	T & C, VII. L. 1.
36	DURING POLICY PERIOD/EXTENDED REPORTING PERIOD .....	●	T & C, VII. L. 1.
37	WITHIN X DAYS AFTER EXPIRATION .....	60	T & C, VII. L. 1.
38	WITHIN X DAYS .....	—	

	<i>Comparison Query</i>	<i>Comment</i>	<i>Policy Reference</i>
<b>8 POTENTIAL CLAIM REPORTING PROVISIONS</b>			
39	INCIDENTS LIKELY TO RESULT IN CLAIM .....	•	T & C, VII. L. 2.
40	MUST REPORT DURING POLICY PERIOD/EXTENDED REPORTING PERIOD .....	•	T & C, VII. L. 2.
41	MUST IDENTIFY SPECIFIC ACT .....	•	T & C, VII. L. 2.
<b>9 EXTENDED REPORTING/DISCOVERY FEATURES</b>			
42	AVAILABLE IF (A) INSURER OR (B) INSURED CANCELS/NON-RENEWS .....	A, B	T & C, VIII. A.
43	ELECTION PERIOD (DAYS) .....	30	T & C, VIII. B.
44	ADDITIONAL REPORTING PERIOD (MONTHS) .....	0	Per 12. A of Declarations T & C, VIII. A.
45	ADDITIONAL PREMIUM REQUIRED (% OF ORIGINAL) .....	0	Per 12. A of Declarations T & C, VIII. A.
46	PROVIDES REINSTATEMENT OF LIMITS .....	—	
47	NOT AVAILABLE WHEN CANCELLED FOR NON-PAYMENT OF PREMIUM .....	•	T & C, VIII. A.
<b>10 DEFENSE PROVISIONS</b>			
48	AFFIRMATIVE DUTY TO DEFEND .....	•	T & C, III. A.
49	INSURER HAS RIGHT TO DEFEND/ASSOCIATE IN DEFENSE .....	—	
50	SPECIFIED DUTY TO ADVANCE DEFENSE COSTS .....	—	
51	REQUIRES INSURER APPROVAL OF EXPENSES .....	—	
52	APPROVAL NOT TO BE UNREASONABLY WITHHELD .....	—	
53	ADVANCED AT INSURER DISCRETION .....	—	
54	UNDERTAKING REQUIREMENT .....	—	
55	INSURER (A), INSURED (B) CHOOSES COUNSEL .....	A	T & C, III. A.
56	INSURER (A), INSURED (B) APPROVES COUNSEL .....	—	
57	INSURER (A), INSURED (B) CONSULTED IN COUNSEL SELECTION .....	—	
58	PROVIDES LIMITED (L) OR FULL (F) DEFENSE FOR CRIMINAL PROCEEDINGS .....	—	
<b>11 SETTLEMENT PROVISIONS</b>			
59	CONSULTATION (A), CONSENT (B) PROVISION .....	B	T & C, III. A.
60	HAMMER CLAUSE .....	•	T & C, III. B. 1.
<b>12 LIMIT OF LIABILITY</b>			
61	DEDICATED LIMIT—EACH COVERAGE .....	•	If shared sublimits purchased T & C, 2. B.
62	COMBINED LIMIT—ALL COVERAGES .....	•	I, following C. 3.
63	SUBJECT TO CO-PAYMENT (X%) .....	—	
64	SUBJECT TO ANNUAL POLICY AGGREGATE .....	—	
65	INCLUDES DEFENSE COSTS AND EXPENSES .....	•	Declarations Preamble
66	ALLOCATION OF LOSS PROVISION .....	•	T & C, 7. A. 1.
67	SPECIFIED FORMULA/PERCENTAGE (A), BEST EFFORTS (B) .....	B	Defense Costs Exception – See Policy T & C. VII. A. 1.
68	NO PROVISION .....	—	
<b>13 RETENTION/DEDUCTIBLE PROVISIONS</b>			
69	INDIVIDUAL D&Os PER LOSS .....	—	
70	AGGREGATE, ALL D&Os PER LOSS .....	—	
71	APPLIES TO CORPORATE REIMBURSEMENT .....	•	T & C, IV.
72	APPLIES TO EACH INDIVIDUAL CLAIM .....	•	T & C, IV.
73	INCLUDES DEFENSE COSTS AND EXPENSES .....	•	Declarations Preamble
74	SINGLE DEDUCTIBLE APPLIES TO RELATED CLAIMS .....	•	T & C, V.
<b>14 DEFINITIONS</b>			
75	CLAIM DEFINED AS: .....		
76	ORAL (O) OR WRITTEN (W) NOTICE/DEMAND .....	W	V, A. 1.
77	SUIT/CIVIL PROCEEDING .....	•	V. A. 2.
78	ADMINISTRATIVE (A), REGULATORY (R), OTHER (O) PROCEEDINGS INITIATED AGAINST D&Os .....	A, R,	V. A. 2.
79	NOTICE OF INTENT TO HOLD RESPONSIBLE .....	—	
80	DEMAND FOR MONETARY DAMAGES .....	•	
81	DEMAND FOR MONETARY/NON-MONETARY (M) OR OTHER RELIEF (O) .....	M, O	V. A. 1.
82	DEMAND FOR ARBITRATION .....	•	V, A. 8.
83	LOSS INCLUDES: .....		
84	AMOUNTS LEGALLY OBLIGATED TO PAY .....		
85	DEFENSE COSTS AND/OR EXPENSES .....	•	T & C, IX. J.
86	DAMAGES .....	•	T & C, IX. J.
87	COMPENSATORY DAMAGES .....	•	V, B. 1. a.
88	SETTLEMENTS .....	•	V, B. 1. b.
89	JUDGEMENTS .....	•	V. B. 1. a.
90	PUNITIVE (P), EXEMPLARY (E) DAMAGES, WHERE INSURABLE .....	•	V, B. 1. c.
91	COST OF INVESTIGATION .....	•	T & C, IX. B.
92	COST OF ATTACHMENT BOND .....	•	T & C, IX. B.
93	WRONGFUL ACT INCLUDES: .....		
94	ANY ACT .....	•	V. M. 1.
95	ANY NEGLIGENT ACT .....	—	
96	ACTUAL OR ALLEGED ACTS .....	•	V, M. 1.
97	OMISSION .....	•	V, M. 1.
98	NEGLECT .....	•	V, M. 1.
99	BREACH OF DUTY .....	•	V, M. 1.
100	ERROR .....	•	V, M. 1.
101	MISSTATEMENT .....	•	V, M. 1.
102	MISLEADING STATEMENT .....	•	V, M. 1.
103	EMPLOYMENT-RELATED OFFENSES .....	—	
104	COMMITTED IN CAPACITY AS D&O .....	•	V, M. 1.
105	"OR" BY REASON OF INSURED STATUS AS DIRECTOR/OFFICER .....	•	V, M. 1.
<b>15 EXCLUSIONS</b>			
106	ACTIONS OR PROCEEDINGS BY STATE OR FEDERAL AGENCIES .....	—	
107	ADVERTISING INJURY .....	—	
108	ASSAULT AND BATTERY .....	—	

<i>Comparison Query</i>	<i>Comment</i>	<i>Policy Reference</i>
109 BODILY INJURY .....	•	IV. A. 3. a.
110 INCLUDES CONSEQUENTIAL LOSS .....	—	
111 COST OF COMPLYING WITH ORDER FOR INJUNCTIVE (I) OR NON-MONETARY (N) RELIEF .....	I	V, B. 2. e.
112 DISCRIMINATION .....	• See also T & C, IX. E. 3/	IV. A. 4.
113 ERISA .....	•	IV. A. 14. a.
114 EXEMPLARY DAMAGES .....	—	
115 EXCEPTION APPLIES—SEE POLICY .....	—	
116 FAILURE TO EFFECT/MAINTAIN INSURANCE .....	—	
117 SPECIFICALLY APPLIES TO BONDS .....	—	
118 FINES AND PENALTIES .....	•	V. B. 2. a.
119 GREENMAIL .....	—	
120 HOSTILE TAKEOVER .....	—	
121 INSURED VERSUS INSURED .....	—	
122 CORPORATION VERSUS INDIVIDUAL INSURED .....	•	IV, A. 6. b.
123 INDIVIDUAL INSURED VERSUS CORPORATION .....	•	IV, A. 6. c.
124 EXCEPTION FOR EMPLOYMENT (E) OR DERIVATIVE (D) CLAIMS .....	E, D.	IV, A. 6. c.
125 SHAREHOLDER VERSUS INSURED .....	—	
126 EXCEPTION FOR DERIVATIVE CLAIMS—SEE POLICY .....	—	
127 INTENTIONAL/WILFUL ACTS .....	•	IV, A. 5.
128 CRIMINAL (C), FRAUDULENT (F), DISHONEST (D) ACTS .....	C, F, D	IV. A. 5.
129 SUBJECT TO ADJUDICATION .....	•	IV. A. 5.
130 SUBJECT TO COMMISSION "IN FACT" .....	•	IV. A. 5.
131 WILLFUL VIOLATIONS .....	•	IV. A. 5.
132 MATTERS UNINSURABLE UNDER LAW .....	•	V, B. 2. c.
133 MULTIPLIED DAMAGES .....	—	
134 EXCEPTION APPLIES—SEE POLICY .....	—	
135 OTHER AVAILABLE INSURANCE .....	•	T & C, VII. I.
136 COVERAGE ELSEWHERE .....	•	T & C, VII. I.
137 OTHER INDEMNIFICATION .....	—	
138 SHARING PROVISION .....	—	
139 OUTSIDE DIRECTORSHIPS .....	•	IV. A. 7.
140 PERSONAL INJURY .....	—	
141 EMOTIONAL DISTRESS .....	• As Bodily Injury	IV. A. 3. b.
142 FALSE ARREST/DETENTION .....	•	IV. A. 4. a.
143 HUMILIATION .....	—	
144 LIBEL/SLANDER .....	•	IV. A. 4. d.
145 MENTAL ANGUISH (A), MENTAL ILLNESS (B), MENTAL INJURY (C) .....	A, C As Bodily Injury	IV. A. 3. b.
146 OTHER PERSONAL INJURY OFFENSES .....	•	IV. A. 3. b. and IV. A. 4.
147 PERSONAL PROFIT OR ADVANTAGE .....	•	V, B. 2. d.
148 POLLUTION .....	•	IV, A. 8.
149 PRIOR ACTS .....	—	
150 PRIOR KNOWLEDGE .....	—	
151 PRIOR/PENDING LITIGATION .....	•	IV. A/ 10.
152 NOTICE (N) GIVEN OR CLAIM (C) MADE UNDER PREVIOUS/PRIOR POLICIES .....	N, C	IV. A. 9.
153 PROPERTY DAMAGE TO TANGIBLE (A), INTANGIBLE (B), PROPERTY/LOSS OF USE (C) .....	A, C	IV. A. 3. b.
154 PUNITIVE DAMAGES .....	—	
155 EXCEPTION APPLIES—SEE POLICY .....	—	
156 REGULATORY AGENCIES—SPECIFIED AGENCIES (A), ANY AGENCY (B) .....	—	
157 RETURN OF REMUNERATION WITHOUT PREVIOUS APPROVAL .....	—	
158 RICO .....	•	IV. A. 14. b.
159 SEC 16 (b) SHORT SWING PROFITS .....	—	
160 TAXES .....	•	V, B. 2. a.
161 WAGES/SALARIES .....	•	T & C, IX. B
162 WRONGFUL TERMINATION .....	• See also T & C>, IX. E. 1.	IV. A. 4.
<b>16 CONDITIONS</b>		
163 CANCELLATION .....	—	
164 CANCELLATION NOTICE—NON-PAYMENT (X DAYS) .....	10	T & C, VII, D. 1. b. (1)
165 AUTOMATIC CANCELLATION FOR SPECIFIED EVENTS .....	—	
166 NON-CANCELLABLE EXCEPT FOR ENUMERATED CAUSES .....	—	
167 ARBITRATION REQUIREMENT .....	—	
168 MANDATORY (M), BINDING (B) .....	—	
169 SITUS REQUIREMENT .....	—	
170 CHOICE OF LAW PROVISION .....	—	
171 COVERAGE TERRITORY—LIMITED (L), WORLDWIDE (W) .....	W	T & C, VII. O.
172 NEWLY ACQUIRED/FORMED SUBSIDIARIES .....	—	
173 AUTOMATIC COVERAGE—POLICY TERM .....	•	T & C, VII. 2.
174 NOTIFY INSURER (X DAYS) .....	60	T & C, VII. 2. B. (1).
175 CONDITIONAL COVERAGE .....	—	
176 NOTIFY INSURER (X DAYS) .....	—	
177 APPLIES IF > X% ASSETS INVOLVED .....	—	
178 APPLIES IF > X% EMPLOYEES INVOLVED .....	—	
179 COVERAGE SUBJECT TO INSURER CONSENT .....	—	
180 RUNOFF COVERAGE FOR DIVESTED SUBSIDIARIES .....	•	T & C, VII. F. 1.
181 MERGER/ACQUISITION/CHANGE OF CONTROL (OTHER THAN SUBSIDIARIES) .....	•	T & C, VII. F. 1.
182 NOTIFY INSURER WITH X DAYS .....	60	T & C, VII. F. 1.