

Private Choice Encore! for T.E.C.

Hartford's **Private Choice Encore! for T.E.C.** is a new state of the art policy designed to specifically meet today's management liability protection needs of the managers of **T**echnology and **E**merging Growth Companies. This policy provides the coverage features of our legendary Private Choice form plus many, many more!!!

Coverage Features	Private Choice Encore! For T.E.C.	Private Choice
Severability of the Application with limited imputation	√	√
Option to Tender Defense to Insurer	√	√
Mandatory advancement of Claims Expense (excess the retention)	√	√
No consent to settle or "hammer clause" provision	√	√
Coverage available for Wrongful Acts occurring anywhere in the world	√	√
Policy is non-cancelable by The Hartford except for non-payment	√	√
No mandatory arbitration/mediation provision	√	√
Ability to nominate preferred law firm as defense counsel	√	√
Coverage available for punitive damages with "most favorable venue" provision	√	√
Retention waived on any Claim if fully and finally resolved with no liability to Insureds	√	√
Spousal liability coverage automatically granted	√	√
Final Adjudication standard in the fraud exclusion	√	√
Blanket Non-Profit Outside Position coverage for Directors and Officers	√	√
Run-off coverage for corporations, which cease to be subsidiaries	√	√
Blanket Private Placement coverage with no reporting requirements	√	√
Road Show Coverage (Provided by endorsement to Private Choice)	√	√
Employment Practices coverage to include retaliation claims	√	√
Loss includes front and back pay, pre and post judgment interest, as well as premiums for appeal, attachment or similar bonds	√	√
No layoff, downsizing, closing, or reorganization exclusion	√	√
No class action exclusion	√	√
Broadened Definition of Employment Practices violations to include employment-related misrepresentations; libel and slander; humiliation; retaliation; invasion of privacy; wrongful demotion and discipline; failure to provide or enforce employment practices policies and procedures; workplace harassment; civil rights violations; and violations of FMLA	√	√
Flexibility to elect between one, two or three coverage parts	√	
Flexibility to purchase a separate limit for each coverage part or a single aggregate limit for all coverage parts	√	
Automatic acquisition coverage threshold of 30%	√	
Derivative demand investigation costs coverage (\$250,000 sublimit) under D&O Coverage Part	√	
Coverage for Scientific, Medical and Technical advisory boards	√	
Commitment to underwrite IPO exposure	√	
\$500,000 Side A reinstatement of limit for claims (other than original Claim) at no additional premium	√	
Broad definition of Claim, which includes written demands or notices of monetary or non-monetary relief, civil proceedings, arbitration, or formal administrative or regulatory proceedings, including those before the EEOC, Audits by the Office of Federal Contract Compliance	√	
Definition to Employee to include: Temporary, seasonal or part-time Leased or loaned employees Independent contractors (to the extent the company provides indemnification)	√	
Generous carve backs to the Insured vs. insured exclusions for Insureds after 4 years of ending service, bankruptcy trustee, examiner, receiver, liquidator or rehabilitator	√	
Coverage for Controlled JVs, LLCs, foundations, and charitable trusts	√	
Fiduciary Coverage Part	√	

More information is available to you at www.hfplinsurance.com.

This is intended to provide an overview of the coverage features of the policies. For actual coverage wording, please read your policy. Coverage is provided by The Hartford or an affiliated insurance company and may not be available in all states.