



PLAZA
INSURANCE COMPANY
a member of the State Auto Group

Fiduciary Liability Insurance Checklist

Terms & Conditions	Form Reference	Rockhill	Competitor
Duty to Defend	Section VII C page 10 of 14	✓	
Claims Made and Reported	Section VIII A page 11 of 14	✓	
Policy allows for Notice of Circumstance	Section VIII B page 11 of 14	✓	
Insuring Clauses			
Fiduciary Liability Coverage	Clause 1 page 3 of 14	✓	
Voluntary Settlement Programs	Clause 2 page 3 of 14	✓	
Bi Lateral Discovery	Section II A page 3 of 14	✓	
Definition of Fiduciary Wrongful Act			
Violation of duties, responsibilities or obligations imposed on any fiduciary by ERISA	Section III page 5 of 14	✓	
Negligent act, error or omission in the Administration of an Insured Plan	Section III page 5 of 14	✓	
Any other matter claimed against such Insured solely by reason of their service as fiduciary of any insured plan	Section III page 5 of 14	✓	
Definition of Administration (with respect to an Insured Plan)			
Counseling employees, participants and beneficiaries	Section III pages 3-4 of 14	✓	
Providing interpretations	Section III pages 3-4 of 14	✓	
Affecting enrollment, termination or cancellation of employees, participants and beneficiaries	Section III pages 3-4 of 14	✓	
Maintaining records	Section III pages 3-4 of 14	✓	
Sub Limits for "Covered Penalties"			
Section 502 (i) ERISA	Section III pages 4-5 of 14	✓	
Section 502 (l) of ERISA	Section III pages 4-5 of 14	✓	
Section 502 (c) penalties	Section III pages 4-5 of 14	✓	
Pension Protection Act penalties	Section III pages 4-5 of 14	✓	
HIPAA Penalties	Section III pages 4-5 of 14	✓	
Health Care Reform penalties	Section III pages 4-5 of 14	✓	
Section 4975 penalties	Section III pages 4-5 of 14	✓	

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Definition of Claim includes			
Written demand for monetary or non monetary relief	Section III page 4 of 14	✓	
Request to toll or waive any statute of limitations	Section III page 4 of 14	✓	
Civil, criminal and administrative or regulatory proceedings	Section III page 4 of 14	✓	
Investigation of an Insured (including fact finding investigation by Pension Benefit Guaranty Corp)	Section III page 4 of 14	✓	
Arbitration or mediation proceedings	Section III page 4 of 14	✓	
Appeals	Section III page 4 of 14	✓	
Definition of Insured Plan includes			
Government mandated insurance programs for workers compensation, unemployment, social security or disability benefits for employees of the Named Sponsor	Section III page 6 of 14	✓	
Any welfare benefit or pension plan as defined by ERISA sponsored solely by the Named Sponsor or jointly with a labor organization solely for the benefit of employees of the Named Sponsor	Section III page 6 of 14	✓	
Employee benefit plans not subject to regulation under Title 1 of ERISA or which does not meet the qualifications under section 401(a) of IRC 1986 sponsored solely by the Named Sponsor	Section III page 6 of 14	✓	
Any plan, fund or program specifically listed as an Insured Plan	Section III page 6 of 14	✓	
Any ESOP disclosed to the Insurer in the application	Section III page 6 of 14	✓	
Definition of Loss includes			
Damages, settlements, judgments (including pre- & post- judgment interest on a covered judgment	Section III page 6 of 14	✓	
Defense Costs	Section III page 6 of 14	✓	
Punitive or exemplary damages and the multiple portion of any multiplied damage award with “any applicable jurisdiction most favorable to insurability” wording	Section III page 6 of 14	✓	
35% Auto Subsidiary provision for for-profit organizations that are not publicly traded	Section III page 7 of 14	✓	
Advancement of covered loss for Insured Persons even if Company refuses or is unable to indemnify	Section VI C pages 9-10 of 14	✓	
Modified Settlement (Hammer) Clause (70 / 30)	Section VII D page 10 of 14	✓	
Insured may settle claims with in retention amount without prior written consent of the Insurer	Section VII B page 10 of 14	✓	
Automatic 60 day post policy reporting feature	Section VIII A page 11 of 14	✓	
Email reporting provision	Section VIII C page 11 of 14	✓	
Policy is only cancelable by the insurer for nonpayment of premium	Section IX A 2 page 12 of 14	✓	
60 day notice from insurer for non renewal	Section IX A 3 page 12 of 14	✓	
Coverage Extensions			
Lawful Spouse or Domestic Partner	Section IX G 1 page 13 of 14	✓	
Worldwide Provision	Section IX G 1 page 13 of 14	✓	
Estates and Legal Representatives	Section IX G 1 page 13 of 14	✓	

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