

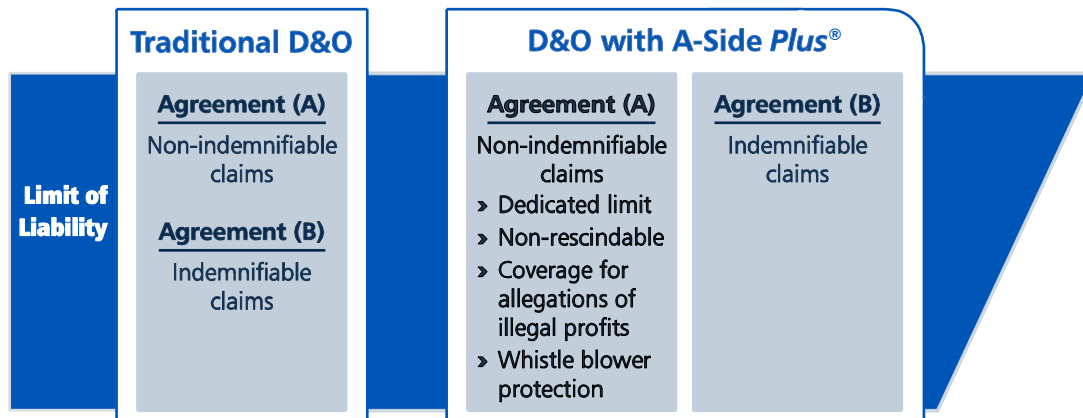
A-Side Plus® Coverage

A-Side Plus® coverage provides a simple, cost-effective solution to maximize protection for the bank's directors and officers, when they need it most—when the bank is unable to provide indemnification, as in the case of certain shareholder suits, securities law violations, or bank insolvency.

Key Features

When the bank is unable to indemnify the directors and officers, A-Side Plus® maximizes D&O protection through these unique features:

- › A **dedicated limit** of liability;
- › Coverage is **non-rescindable**, even when the base D&O Policy is rescinded due to discovery of fraud; and
- › Coverage for **illegal profit allegations**, until final adjudication



Availability

Coverage is available as an endorsement to the D&O Policy.

For Example

- › **Shareholder Derivative Actions**
A bank's stock price drops in value from \$12 per share to \$6 per share following a series of poor lending decisions by the president and senior lending officer. A shareholder derivative action is filed against management and the board alleging mismanagement and misrepresentation. Since the bank cannot provide indemnification for a derivative action, the claim is settled under Insuring Agreement A of the D&O policy.
- › **Federal Securities Laws Violations**
The board of a bank is sued in a shareholder action 18 months after the bank opened. The shareholders allege that the directors, officers and organizers of the institution made misleading statements in the prospectus about the bank's business prospects, the nature and scope of operations and projected growth potential. The lawsuit also prompts an investigation by the Securities and Exchange Commission. Since securities violations are involved, coverage available to the insureds could implicate Insuring Agreement A of the D&O policy.

Coverage is underwritten by Progressive Casualty Insurance Company, Mayfield Village, Ohio. All coverage descriptions and claims examples are provided for informational and educational purposes only and are not a representation as to coverage for any other claim. Coverage for any claim is determined upon the specific facts of the claim, the terms and conditions of the policy and applicable law. For details on the coverage provided by your specific contract of insurance, please refer to your policy. Coverage is subject to underwriting guidelines and may not be available in all states. Limits may be capped for underwriting reasons.

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