

SUMMARY OF COVERAGE

Type of Coverage:	Employment Practices Liability Insurance
Carrier:	Lexington Insurance Company Best's Rating: A++ XII (Superior) Non-Admitted Carrier
Policy Form:	Claims Made LEX-CM-EPLIT (ED 09-07)
Policy Number:	132 1667
Term:	January 1, 2003 to January 1, 2004
Limits:	\$1,000,000 Each Insured Event \$1,000,000 Totally Policy Period Limit
Deductible:	\$ 10,000 to \$100,000 Each Insured Event
Coverage:	To pay on behalf of the insured in excess of the applicable deductible, claims made by employees (including current and former employees, temporary and leased employees, applicants, directors or officers but not including volunteers) alleging discrimination as defined by Title VII., wrongful termination, demotion, failure to promote, harassment in the workplace, personal injury, retaliation. Coverage also includes the duty to defend, insured's consent to settle, prejudgment interest, punitive damages if allowed by law, full coverage for unknown prior acts.
Exclusions:	Known prior acts, Workers' Compensation, ERISA, WARN, OSHA, criminal acts, contractual promise to pay in event of termination, costs to comply with property modifications if mandated by ADA, strikes and lockouts.

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed policy and is not intended to reflect all the terms, conditions and exclusions of the policy. Moreover, the information contained in this document reflects coverage as of the effective date of the policy and may not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the actual policy. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policy.

Summary prepared by Michael L. DeMoss

Prepared on March 01, 2003

Enhancements:

No Co-Insurance Clause
 Full prior acts except for known circumstances
 Third party coverage
 Defense of non-monetary relief claims
 Independent contractors
 Mutual selection of defense council
 Toll-free "hot line" for procedures and personnel questions

LEXINGTON

Claims Made Form
 Expense within limits

Best
 Maximum Limits
 Deductible/SIR
 Coinsurance Clause

Discrimination
 Sexual Harassment
 "Workplace" Harassment
 Personal Injury
 Retaliation
 Third Party
 Downsize
 Class Action
 Punitive
 Back Pay
 Intentional Acts
 Strike/Lockout
 Contractual
 Entity as Insured
 D&O as Insured
 Temps/Seasonal
 Pay on Behalf of
 Duty to Defend
 Consent to Settle
 Arbitration
 Pre-/Post-Interest
 Prior Acts
 Choice of Council
 Severability of Interest

EPLI

Yes
 Yes
 A++ XV (Superior)
 \$1M Each Insured Event/\$1M Total Policy Limit
 \$10,000 to \$100,000
 No

Yes
 Yes
 Yes
 Yes
 Yes
 Added by Endorsement
 Not Excluded
 Yes
 Yes
 Yes
 Not Excluded
 No (Defense coverage only)
 No
 Yes
 Yes
 Yes
 Yes
 Yes
 Yes
 Yes
 Yes
 Yes – "Mutual"
 Yes (Upon request)

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Exclusions

ERISA	Excluded
WARN	Excluded
Workers' Compensation	Excluded
Criminal	Excluded
COBRA	Excluded – Claims Prior to Acquisition

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