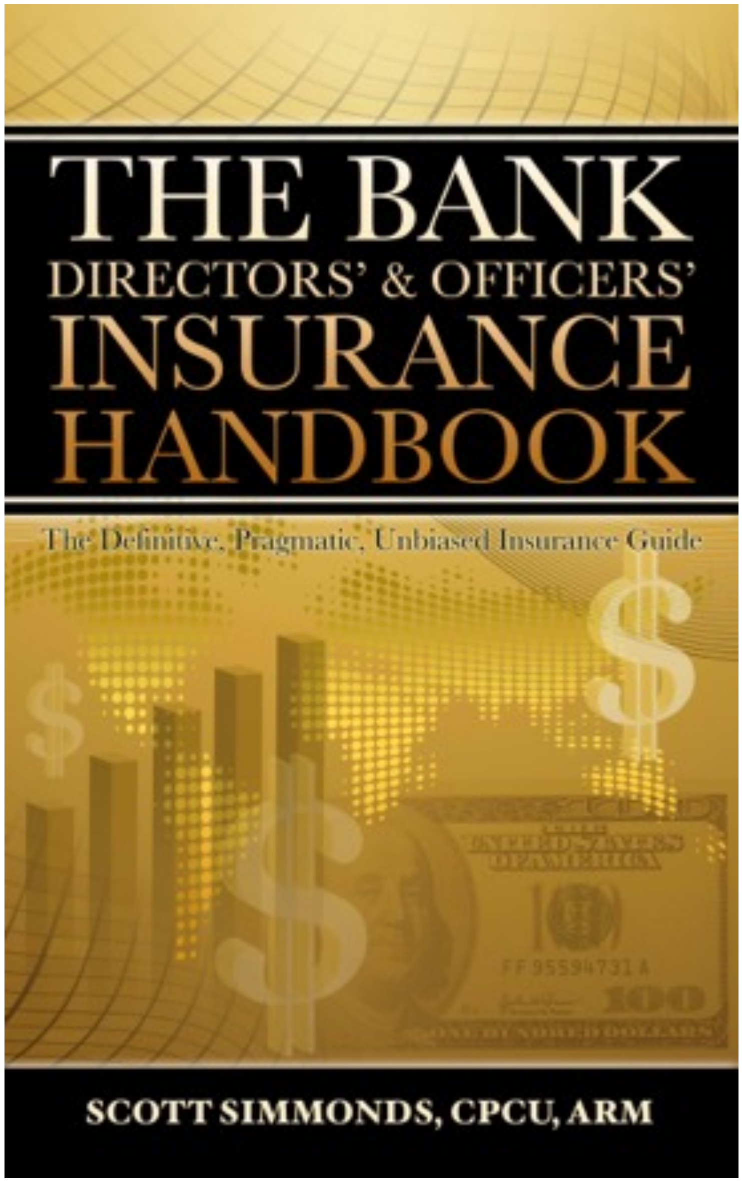
THE BANK
DIRECTORS' & OFFICERS'
INSURANCE
HANDBOOK
The Definitive, Pragmatic, Unbiased Insurance Guide
SCOTT SIMMONDS, CPCU, ARM

The Bank Directors' & Officers' Insurance Handbook

The Definitive, Pragmatic, Unbiased Insurance Guide For Bank Board of Directors on The Directors' and Officers' Insurance Policy

Scott Simmonds, CPCU, ARM

www.ScottSimmonds.com

V2.1

Cover Design By Janine Alvarado (Thanks Janine!)

Edited By Christine Simmonds (Thanks Christine!)

Dedication: To Dad (Thanks Dad!)

www.BankInsuranceConsultant.com

Attention Eagle-Eyed Readers: While I've had several people review and proofread this book I know that mistakes can creep through. Please email me with any typos or mistakes you find in this work. Subsequent editions will include those changes. The first to ID such issues will get a free gift and my thanks. Email Scott@ScottSimmonds.com. Thanks.

Table of Contents

This Book Is For You

This book is designed for bank directors and officers. I have included hints, tips, and strategies that will help you understand the coverage generally included in the directors' and officers' policies purchased by US banks.

I come at this subject from a different perspective than most insurance people you will meet:

--I don't sell insurance.

--I never accept fees or commissions from insurance agents.

--I never accept fees or commissions from insurance companies.

I don't even let insurance agents buy me lunch. (Sometimes I drink their coffee, but it usually isn't very good coffee.)

I have been involved in all aspects of the insurance business since 1979. My whole career has been spent helping business people find the right insurance. I have built a specialty practice out of helping banks, trust companies, and other financial institutions. The banking industry is where I spend about 95% of my time.

I'm confident that this guide will help you understand the insurance your bank should be thinking about. It will help you buy the right insurance.

I welcome your comments and ideas on how this work can be improved. I want this to be the best resource of information for bank directors who really want to know if their insurance is up to snuff.

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The Management Liability Insurance Policy

Most banks have a management liability insurance policy that includes directors' and officers' insurance. The generic term, "directors' and officers'," often means "management liability insurance."

The typical management liability insurance policy includes the following coverage sections:

Directors' and officers'

Bankers' professional liability / Lender liability

Trust Liability Insurance

Employment practices liability insurance

Fiduciary liability insurance

Cyber/E-banking liability insurance

Every insurer presents their coverage in a different way. Your policy will tell you what coverage you have.

Here we focus on the policy that is most often of concern when I talk with a bank's board of directors: directors' and officers'.

Directors' and Officers' Insurance

Your bank's bylaws include an indemnification provision - your bank agrees to indemnify you, as a director or officer, for costs and expenses you incur in your service to the bank. (Check your by-laws for specifics.) Those reimbursed costs can include the expenses of a lawsuit against you.

The bank buys directors' and officers' insurance as protection against the possible need to indemnify you because of a lawsuit for a breach of duty.

To be clear, your bank protects you through the indemnification clause of your by-laws. The D&O insurance policy reimburses the bank when it indemnifies you.

The assets of the bank are your real protection against lawsuits.

If your bank has no D&O insurance (or has used it all up) you are still protected by the assets of the bank.

What if there are no assets left in the bank?

Well, the D&O policy also protects you when the bank cannot indemnify you - either by law or because there are no assets left to use.

So, D&O insurance has two parts:

> Side A - Protects officers and directors for lawsuits against them when the bank cannot provide indemnification. Often called "Side A" coverage.
>
> Side B - Reimburses the bank for expenses incurred due to a claim where the bank has indemnified a director or officers.

D&O claims are almost always side B. Look at your insurance policy. You probably have a deductible for side B claims of $50,000 or more.

Most D&O policies I see have no deductible for a side A claim. That is how common these claims are.

They do happen, though...

Here are some examples of situations where indemnification is not possible - and so coverage under side A is called upon:

> Derivative suit judgments or settlements. (Suits by the bank against a director.)
>
> Claims of a violation of the registration and anti-fraud provisions of securities laws.
>
> Other federal laws - RICO and anti-trust legislation, for example.
>
> When the bank is financially unable to fulfill its indemnification obligations - bankrupt.

Restrictions on indemnification, which are included in the bank's by-laws.

In its basic form, the D&O policy does not provide insurance for suits against the bank. The legal action / claim must be against a director or officer. Remember that directors' and officers' insurance is a part of the management liability insurance. Other parts of the management liability insurance policy cover the entity, which is the bank.

Some D&O policies include side C protection - coverage for claims against the entity for issues involving the bank stock. This is often called entity coverage.

Think of your D&O as a liability insurance policy that provides protection from lawsuits against the directors and officers - the people who are the directors and the officers.

Here are some examples of claims that can come as a part of Directors' and Officers' insurance:

A stockholder claims mismanagement that impacted the value of the stock.

A regulator sues for improper decisions or management.

A community member sues on the basis that you are not meeting your obligations

Your Personal Insurance & Umbrella Policy

Any time I meet with board members, I get someone asking about using a homeowners' policy or personal umbrella liability policy for protection against issues involving the board.

Personal liability insurance — either homeowners' or the personal umbrella — covers bodily injury and property damage for which the insured (that's you) is liable.

Business endeavors are excluded. Volunteer activities (such as voluntary service on a mutual savings bank board) may be covered by your personal liability insurance, but only for bodily injury and property damage.

D&O insurance covers damage resulting from wrongful decisions.

A lawsuit alleging that you mismanaged the bank is not bodily injury. Present these claims to your home insurance company, and they will be declined.

Don't depend on personal liability insurance to protect you from your actions on a board of directors. (By the way, this holds true for service on a nonprofit board, too. Your nonprofit board needs to buy insurance for their exposures while serving on the nonprofit board.)

D&O Coverage Issues & Concerns

Here's the meat of this book. Here are the issues you should be concerned with as you review your bank's protection for you.

No Standard Coverage

There are no standard bank management liability insurance policies. Each insurer, policy, and proposal must be evaluated on its own merits. Insurers use their own policy forms, terms, and conditions. Different insurers will define the same term in different ways.

Policy Limits

What amount of coverage is provided by the insurance policy? What is the total amount of protection offered for the total of all claims during the covered time frame (also known as an aggregate limit)? D&O policies are "claims-made contracts." Coverage applies to any claim brought during the policy period. Multiple claims can, in effect, use up the limit of coverage.

Many factors must be considered when deciding what policy limits your institution should carry: price, terms of the policy, peer data, regulatory requirements, and capital levels.

Here are my current recommended minimum limits for Directors' and Officers' insurance:

Bank Asset Class	<$150M	$151M to $300M	$301M to $500M	$501M to $1B	$1B to $3B
Directors' and Officers'	3,000,000	$4,000,000	$5,000,000	$7,000,000	$10,000,000
Entity Coverage	$3,000,000	$4,000,000	$5,000,000	$7,000,000	$10,000,000

I said before that these are recommended minimum limits. Buy more depending both on the premium for more coverage and the value you perceive in the protection.

The structure of your insurance policy also impacts how much insurance you should buy, as I will discuss in the next section.

Let's talk about premiums a bit, as I think they are an important consideration in the amount of coverage that a bank buys.

If your bank is paying $35,000 for $2,000,000 of D&O insurance, ask your insurance agent to quote $3,000,000. If the quote comes back at $2,000 for the additional $1,000,000 of coverage, I assume you will buy it. It the quote is $35,000, then you probably will not.

Missing from most conversations on limits of insurance is the reality of cost versus value. Part of the insurance decision is always economic. Get quotes at higher limits and judge the value.

Aggregate Policy Limits, Separate Limits, Or Both

Each insurance policy has limits on the dollars that will be paid out. Coverage is changed dramatically by the structure of the limit. Does the policy have an aggregate maximum; a total limit of all claims? Do claims in one section deplete limits of coverage available in other coverage sections?

In some policies, claims for employment practices liability do not reduce the coverage available to pay future directors' and officers' claims. In others, all claims are subject to an aggregate limit.

I often describe buckets of coverage.

Some policies have a single bucket from which all insurance claims are paid.

Others have a separate bucket for directors' and officers' claims, employment practices, and bankers' professional liability claims. Claims in one area do not affect the limits of coverage available in another.

Coverage Example One:

> $5,000,000 aggregate limit from which all D&O, employment practices, fiduciary liability, and lender liability claims are paid.

Coverage Example Two:

> $5,000,000 limit for D&O claims. Separate limit of $3,000,000 for employment practices claims. Separate limit of $3,000,000 for lender liability claims.

The coverage in example two is better than one. If a bank insured by coverage example one, as seen above, has an employment practices liability claim of $1,000,000, there is only $4,000,000 of insurance left for future directors' and officers' claims.

Number two is also more expensive.

Defense Within The Policy Limit

Most management liability policies include the cost of defending a claim (attorneys' fees, etc.) within the policy limit of liability. This means that the amount of coverage purchased must be enough to cover the awards and the defense costs of all claims. This can be an issue when considering the amount of coverage (aggregate limit) you buy.

> Sample D&O Claim: Bank spends $150,000 on defense costs and $2,000,000 on a judgment. The bank has used up $2,150,000 of insurance. Defense costs are a part of the limit of coverage.
>
> Sample Auto Insurance Claim: Lawsuit from the car accident leads to an award of $500,000 against the driver. The cost of defending the claim is $150,000. The claim has used up only $500,000 of insurance - defense costs are in addition to the limit of coverage.

Claims-Made Coverage

Most liability insurance policies (general liability, automobile, workers' compensation) pay for <u>events that occur</u> during the policy period. For example, an auto insurance policy will pay for an accident that occurs while the policy is in force.

Management liability insurance policies, however, pay for <u>lawsuits filed</u> during the policy period; the wrongful act could have occurred years before. Claims-made policies respond only when a suit is filed, or when a strong threat of a suit exists.

> Claims-made policy: Pays based on the date of the lawsuit.
>
> Occurrence policy: Pays based on the date of the accident or occurrence.

The downside of a claims-made policy comes if the policy is canceled. Seek expert advice when canceling any liability insurance policy.

Dedicated Directors' Insurance

So, the bank buys a management liability insurance policy. Included in the policy is Directors' and Officers' insurance. Indemnification provisions in the corporate bylaws mean that the bank indemnifies directors. The assets of the bank protect the directors.

What if all the assets are gone and the insurance policies are used up? Common law puts the director's personal assets at risk.

In sections above I have talked about times when a bank cannot indemnify a director - aside from insolvency.

A separate policy (or sometimes a separate coverage section of the management liability policy) can sit in the wings, waiting to jump in when everything else goes wrong.

Dedicated directors' insurance is also called dedicated side A coverage. I call it end of the world insurance.

The only time such coverage gets triggered is when everything else fails. Indemnification is not possible and other insurance is exhausted - the world is about to end with the loss of the director's personal assets.

Policy Exclusions

All insurance policies have exclusions. Review each exclusion carefully. Look both at the section of your policy called "exclusions," and endorsements attached to the back of the policy.

Often there is an exclusion for actions brought by one insured against another. Some policies exclude bankruptcy or insolvency issues. Some exclude suits brought against directors by governmental regulators.

Other common exclusions:

--Pollution.

--Bodily Injury & Property Damage.

--Violation Of Intellectual Property Rights.

--Violation Of Privacy.

--Employee Theft.

--Workers' Compensation, Unemployment, or Similar Laws.

--Claims by one insured against another insured.

Review your exclusions with your insurance advisor.

Civil Money Penalties

The definition of “loss” in your management liability insurance policy excludes fines and penalties. The nice people at FDIC and OCC do not care.

Civil Money Penalties insurance is a part of many D&O policies. It provides coverage for penalties or fines assessed by regulatory agencies against directors and officers. Your bank itself is not eligible for coverage.

Not every insurer will offer this coverage.

Civil money penalties insurance is a topic filled with controversy. Both FDIC and OCC take the position that coverage for fines should not be included in a bank insurance program. There is talk that regulators will issue fines for banks having insurance against fines.

I advise my clients not to buy CMP coverage as a part of a bank insurance program solely on the basis that the regulators don't want to see it.

When You Are Changing Insurance Policies

Above I mention the issue of the claims-made nature of the Directors’ and Officers’ insurance policy. This is VERY important if your bank is changing insurance companies. The policy structure could lead to gaps in protection for events that happened before you moved to the new insurer - especially if you knew the event had the potential for trouble.

Changing insurers should be done deliberately, with specific steps.

First, review the application you submitted (probably a few months ago) in order to get a quote. Did you sign the application? Does the application state that there are no claims known or pending? Does the wording of the statement include the phrase, “The statements in this application are true to the best of my knowledge…” or is it the definitive, “The statements in this application are true.”

Review and update the application so that the info provided is current. Have other officers review the application. Send a note to all directors and officers asking if they know of any events that could give rise to a claim - this I call “polling.”

You are attempting to uncover any event that might be a claim. You are trying to gauge if you should notify your current insurer of events in the past, in an attempt to “make a claim.”

Frankly, changing insurers is where trouble comes in. A deliberate and thoughtful review of the applications and proposals, and the polling of your officers and directors will keep you out of the soup.

The Issue of Prior Acts

Related to the above discussion of changing insurers…

The claims-made design of Directors’ and Officers’ insurance means that we have to worry about events that happened a few years ago but become lawsuits today.

Many D&O insurance policies include a prior-acts date, or retro date. An event that occurs prior to that date is not covered. More and more community bank D&O policies include a “pending and prior” exclusion where lawsuits filed before the inception date of the policy (a pending case) and claims where there was notice prior to the inception date are not covered.

Regularly Review Your Coverage with Your Agent

Obviously, the management of your bank should be reviewing the insurance coverage each year. Here are the broad questions management should be asking:

-How much coverage do we have – what are the limits of liability?

-Are defense costs included in the limit of liability?

-Do we have coverage for employment practices?

-Do we have coverage for ERISA imposed liabilities?

-Do we have coverage for lender liability issues?

-Do we have coverage for prior acts?

-Is there excess Side A coverage?

-What professional services are excluded?

-Is there an exclusion for securities or insurance sales?

-Is there an exclusion for suits brought by regulators?

-What are the policy exclusions?

-Is there an insolvency or bankruptcy exclusion?

-Are the directors and officers covered for civil money penalties assessed by regulators?

-Can the insurance company cancel our policy during the policy term?

-Does the insurance company have to renew our insurance at the end of the policy term?

I also think that the management of a bank should review the coverage with the board at least once a year. The above questions are pertinent for that conversation too.

Other Management Liability Insurance Coverages

While the focus of this book is D&O insurance, to leave out the other issues that are a part of your bank's managment liability insurance would be irresponsible.

Employment Related Practices Insurance

An employee claims to have been harassed by a supervisor. A teller, discharged for chronic customer service complaints, claims age discrimination. An unsuccessful job applicant alleges he didn't get the job because of his race. These are all liabilities included in employment-related practices insurance.

Each EPLI policy will contain a definition of the wrongful acts that are included in the policy. Here are some acts often included in the definition of coverage:

--Discrimination

-- Negligent hiring

-- Wrongful discharge, evaluation, discipline, or promotion

-- Employment-related personal injury (libel or slander)

-- Sexual harassment

-- Workplace harassment

-- Failure to hire

-- Wrongful termination

-- Wrongful retention

-- Wrongful infliction of emotional distress

-- Excessive or wrongful discipline

-- Retaliation

Definition of Harassment
Some policies narrowly define this coverage as "sexual harassment." A better (broader) definition is “workplace harassment” or “harassment including sexual harassment.” That small change makes a huge difference in protection.

Common Exclusions
Here are some of the more common exclusions in the employment practices liability insurance policy:

ERISA, workers' compensation, disability benefits

Fair Labor Standards Act claims (wage/hour issues)

Unemployment insurance benefits

Lockouts, strikes, replacement workers

Severance pay, vacation time owed

Medical, dental, life insurance benefits

Third-Party Harassment Liability
Most insurers now expand the employment practices liability insurance coverage to include coverage for harassment of third parties - suppliers, customers, and contractors.

Here is the definition used by one insurer:

> Third-party harassment act means any actual or alleged:
>
> a. violation of any federal, state, provincial, or local statutory law, common law, or civil law prohibiting discrimination of any kind;
>
> b. harassment, including any type of sexual, religious, racial, sexual orientation, pregnancy, disability, age, or national origin-based harassment;
>
> c. defamation, libel, slander, disparagement or invasion of privacy;
>
> d. false arrest, false imprisonment, or malicious persecution;
>
> e. bullying
>
> of a natural person other than an employee, officer, or director and other than as a part of a lending act.

I almost always suggest this coverage for bank insurance programs.

Fiduciary Liability Coverage

The federal law ERISA makes administrators of employee benefit plans liable for mistakes and errors in the administration of those plans. Fiduciary liability insurance provides coverage for such events. It's errors and omissions insurance for your employee benefit plans.

Failure to put proper insurance in place.

Failure to affect changes in 401k investment plans.

Failure to design benefits to the best interests of the participants.

Failure to notify and inform participants of options and risks.

Absent this insurance coverage, your bank's human resource people could be held personally liable for mistakes or errors.

Don't confuse this part of ERISA with the section that requires a fidelity bond covering your benefit plan assets. That's included in most financial institution bonds.

Banker's Professional Liability Insurance

Think of this coverage as malpractice insurance for your bank. Coverage is provided for mistakes and errors in a broad range of financial services, including:

Depository services

Insurance services

Notary services

Investment and brokerage services

Certain real estate services

General banking services

Electronic data processing services

Escrow services

Estate planning

Loan servicing

Serving of lock boxes

Tax planning

Administration of credit cards

Lender's liability claims are often included in a separate coverage section. Some insurers will exclude insurance sales and brokerage operations in their basic policies. Coverage can be added back by endorsement.

Trust operations are also commonly excluded. Banks that need protection for such operations can have coverage added for an additional premium. See the separate section on trust errors and omissions insurance.

Be aware of policies that provide only coverage for professional liability suits brought by customers. Many causes of legal action can come from third parties - spouses, beneficiaries, vendors, customers, or contractors of your customer. Regulators may bring suit, as may other financial institutions who participate in loan packages with your bank.

Some policies require that the relationship between the bank and the party bringing suit be based on a fee relationship. Review the policy to be certain that insurers use a broad definition of professional services to include any transaction where the bank receives some tangible benefit, rather than a narrow requirement that there be a direct monetary relationship.

Here are exclusions common to bankers' professional liability insurance:

Pollution liability

Investment banking activities

Fee and commission disputes

Bodily injury and property damage

Personal injury

Trust Department Liability Insurance

Trust liability coverage protects the bank from liability arising out of wrongful acts in the administration of trust accounts. Think of this as professional liability insurance for the operation of your trust department.

Most insurers keep trust liability insurance separate from the banker's professional liability insurance to ensure that they only provide the coverage to banks with trust departments.

Be mindful that this insurance is not coverage protecting the property held in trust. As with other coverage discussed in this paper, this is insurance for lawsuits alleging negligence by the bank. Buy property insurance to cover trust managed properties.

Cyber Liability / E-Banking Liability Insurance

Cyber liability insurance is a vital part of a bank insurance program. If you don't have it, buy it now.

Suppose that your computer system is hacked and private data is breached. Customer information is in the hands of the bad guys. There may be lawsuits for failure to protect customer privacy, breach of duty, and lost business opportunities.

Loss Event Liability
The basic policy includes coverage for liability that arises out of any unauthorized use of, or unauthorized access to, electronic data or software within your covered electronic business systems. Coverage is also usually included for liability claims of spreading a virus or malicious code, computer theft, extortion, or any unintentional act, mistake, error, or omission made by your employees or your subcontractors in the course of their duties for your bank.

Business Income Loss
In the event that your e-banking system goes down, you may (so the theory goes) lose income or incur extra expenses in advertising that the site is down. This coverage section provides coverage for such.

Dependent Business
This coverage provides loss of business income protection for the loss of services provided to you by others for Web services, e-banking support, and the like.

Intellectual Property
This indemnifies the bank from the liability caused by the inappropriate use of other people's intellectual property on a website or e-banking facility. It can include copyright infringement, theft of ideas, and trademark misuse.

Public Relations Expenses
Public relations expenses coverage provides payment for the use of public relations firms and advertising to mitigate the damaged public perception if an e-banking breach should occur. (Note: Your bank faces enormous risks for events that cause a loss of reputation. Public relations expense coverage in your e-banking liability insurance funds a relatively minor part of your overall reputation risk exposures. How's your risk management plan?)

Privacy Breach Remediation Expenses
A hacker gets into your computer system. Private customer data is released. There may be a lawsuit that comes from the breach. You know you are going to incur expenses to notify customers and work through the legal issues presented by this breach. Most states, and several federal laws, require notification. The lowest breach notification number I have seen is $150 per name. Five thousand names times one hundred fifty dollars adds up to real money.

Get An Unbiased Insurance Coverage Review...

By A Bank Insurance Expert

Part of the risk management process for any financial institution should be a review of insurance coverage by someone other than your insurance provider. It's simply good practice to perform due diligence. Have all of your exposures been reviewed? Have you sought other opinions on managing risk? Have you considered the wide range of insurance coverage available?

For information on an unbiased coverage review, please contact Scott Simmonds at Scott@ScottSimmonds.com, or call 207-284-0085.

About Scott Simmonds

I was born to the insurance business. My dad was an insurance agent in New Hampshire when I was a baby. He then joined an insurance company, and we bounced about the East Coast while I was in school - Massachusetts, Ohio, Georgia, and back to Massachusetts.

The summer between my freshman and sophomore year in college, I decided it was time to get a job in business. I thought I wanted to be a stockbroker. I rode into Boston every morning with my dad and went from office building to office building, riding the elevator to the top floor and stopping at every office on each floor, moving down one elevator stop at a time, asking if there was an opening for a college student.

After two weeks and no luck, my dad suggested I try an insurance agency. I got a job as an auto claims clerk, and now have 30 plus years of experience in the business - I worked at five different insurance agencies before starting my consulting practice.

In 2000 I decided that there was a need for an insurance expert who did not sell insurance. I left my job at a small agency, and my wife allowed me to take over the corner of a basement bedroom.

As the business grew, so did my office; from a corner, to half the bedroom, to taking over the family room. We then built a new house with a large office and a separate "office" entrance, which has never been entered by a client.

That office now houses the largest solo-practitioner insurance consulting firm in the US. I have clients in 35 states. I have been called the largest single insurance buyer in the country. Several years ago I totaled it up - I help my clients with about $50,000,000 in premium each year.

I graduated from Babson College, in Wellesley, Massachusetts. In 1987 I earned the Certified Insurance Counselor designation from the Society of CIC. In 1995 I finished the work (10 essay exams given over 5 years) to qualify for the Chartered Property and Casualty Underwriter designation conferred by the American Institute for CPCU.

I earned the Insurance Institute of America's Associate in Risk Management designation in 2005. In 2007 I was awarded the Certified Management Consultant designation by the Institute of Management Consultants USA

My insurance work has involved companies in a wide range of industries. I have handled insurance and risk management issues for public and private corporations, including many with international operations. My work includes nonprofits, manufacturers, banks, hotels, property managers, municipalities, and schools.

I hold a State of Maine resident insurance consultant's license and non-resident licenses in every state where I am required to do so - I think I'm up to 28 state licenses now.

About ten years ago I was accepted as a member of the Society for Advancement of Consulting, an organization made up of only the top 1% of consultants nationwide. Several years ago I was granted “board approved” status, putting me in the top 10% of the top 1% of consultants.

My writing and comments have appeared in the Wall Street Journal, Forbes, Fortune, Money, Inc. Magazine, Smart Money Magazine, the New York Times, Boston Globe, Investors’ Business Daily, Kiplinger's, the Los Angeles Times, and countless trade publications.

I make my home in Saco, Maine. I enjoy the shooting-sports, particularly competitive pistol shooting and trap. I also like reading, playing with our dog, and bird watching. My wife and I have five children and two grandchildren.

I'm currently president of the Scarborough Maine Gun Club. I’m a past president of the Maine Association Of Professional Consultants and the Biddeford Saco Maine Rotary Club.

www.BankInsuranceConsultant.com

See My Other Insurance Books At http://goo.gl/QdPrw.

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Questions or Comments?

I would love to hear your thoughts and ideas about this book.

Suggestions for future editions or other topics you'd like to see covered.

Email me at Scott@ScottSimmonds.com.

One Last Thing

About 90% of the time the site you bought this book from will add a page at the end of this book. They will give you an opportunity to rate the book and share your thoughts on Twitter and Facebook.

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