

# Client Insight Report



*for*

XYZ Clothing



November 14<sup>th</sup>, 2016

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# Program Benchmarking and Large Losses by LOB

## General Liability & Umbrella/Excess

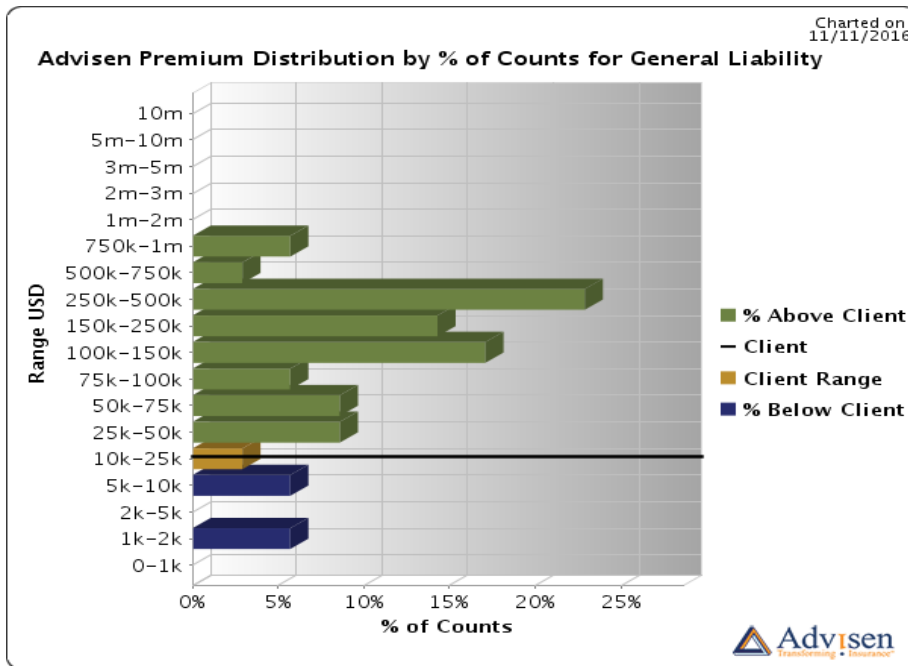
### Program Benchmarking

#### Selected Peer Group Filters

<b>Time Periods:</b> Last 12 Months, 12 to 24 Months	<b>Industries:</b> Retail – Specialty, Women'S Clothing Stores
<b>Coverage:</b> Liability	<b>Company Type:</b> All Companies
<b>LOBs:</b> General Liability, Umbrella/Excess	<b>Company Exposure (Revenues):</b> 100,000,000–1,000,000,000
<b>Filter Benchmarking Range:</b> None	<b>Location:</b> United States
<b>Peer Group Size:</b> 109	



Note: Black line represents the company's program values; gold bar represents the range containing the company's program; blue bar represents peers with program values below the company; green represents peers with program values above the company.



**Adv:isen Premium Distribution by % of Counts for General Liability**

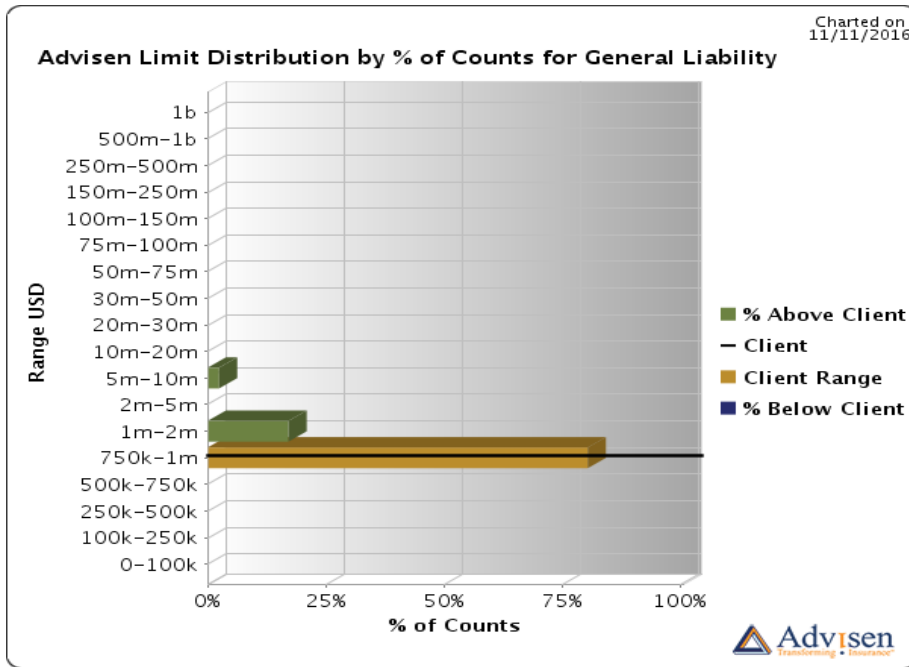
Client: 12K  
 % Below or Equal to Client: 11.4  
 % Above Client: 88.6

Range USD	% of Counts	Cumulative %
750k-1m	5.7	100.1
500k-750k	2.9	94.4
250k-500k	22.9	91.5
150k-250k	14.3	68.6
100k-150k	17.1	54.3
75k-100k	5.7	37.2
50k-75k	8.6	31.5
25k-50k	8.6	22.9
10k-25k	2.9	14.3
5k-10k	5.7	11.4
1k-2k	5.7	5.7

Program Count: 35



The Client's Premium of USD 12,000, when compared to the LOB Peer Group - General Liability, is in the Low End of the range. The chart above illustrates the percentage of program counts that are with each premium range.



#### Advisen Limit Distribution by % of Counts for General Liability

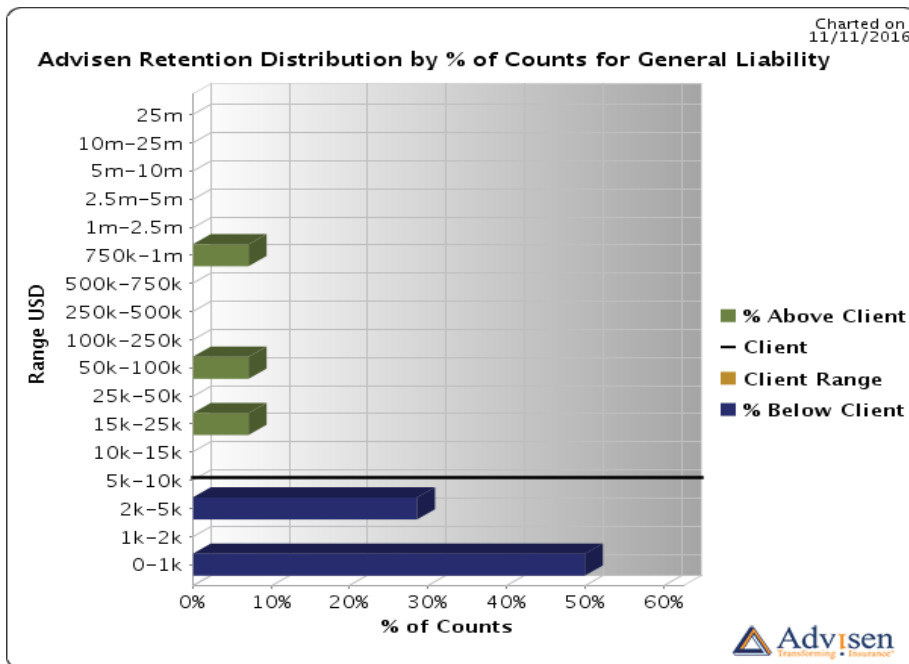
Client: 1M

% Below or Equal to Client: 80.5  
% Above Client: 19.5

Range USD	% of Counts	Cumulative %
5m-10m	2.4	100.0
1m-2m	17.1	97.6
750k-1m	80.5	80.5

Program Count: 41

The Client's Limit of USD 1,000,000, when compared to the LOB Peer Group - General Liability, is in the Middle of the range. The chart above illustrates the percentage of program counts that are with each limit range.



#### Advisen Retention Distribution by % of Counts for General Liability

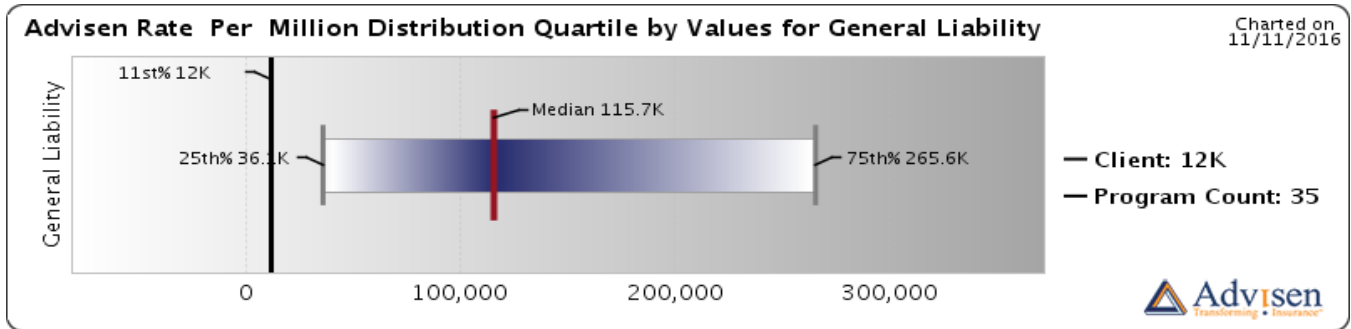
Client: 10K

% Below or Equal to Client: 78.6  
% Above Client: 21.4

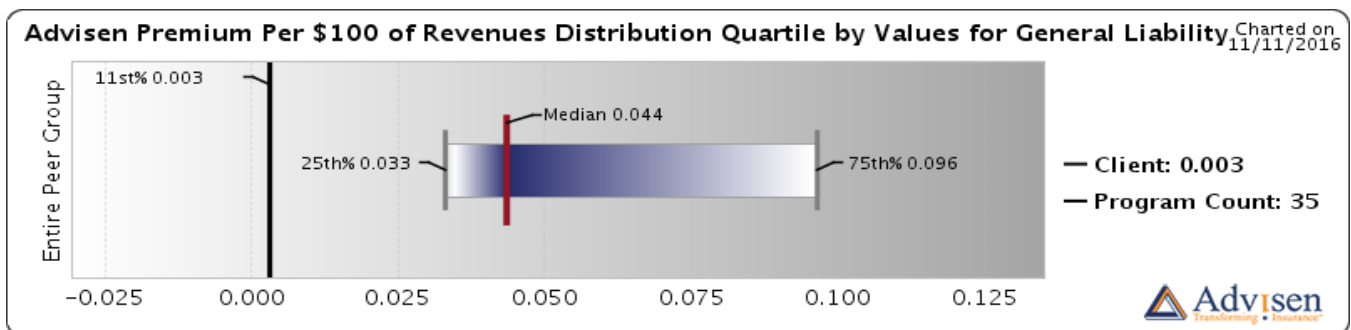
Range USD	% of Counts	Cumulative %
750k-1m	7.1	99.9
50k-100k	7.1	92.8
15k-25k	7.1	85.7
2k-5k	28.6	78.6
0-1k	50.0	50.0

Program Count: 14

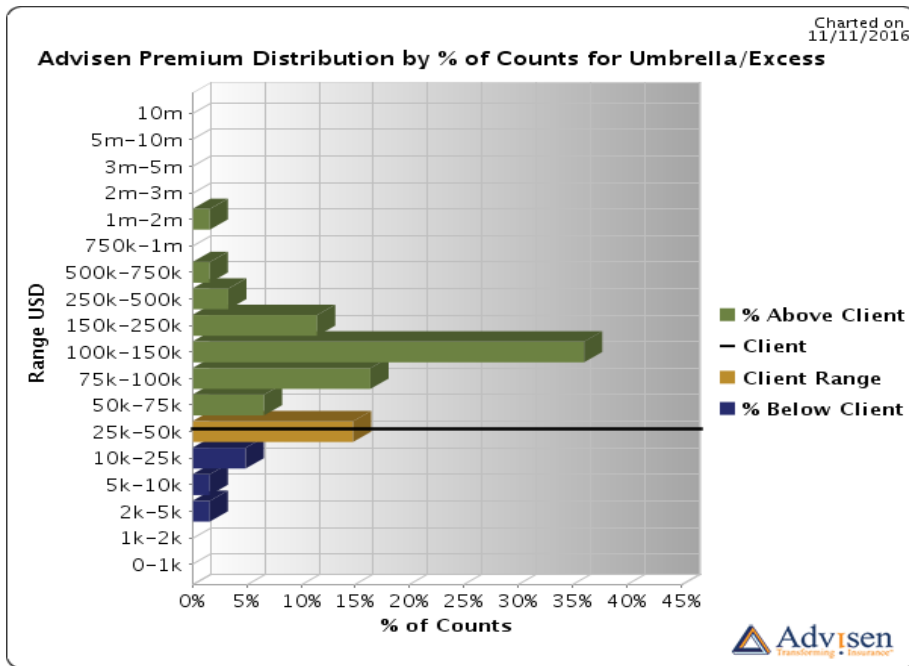
The Client's Retention of USD 10,000, when compared to the LOB Peer Group - General Liability, is in the High Middle of the range. The chart above illustrates the percentage of program counts that are with each retention range.



This graph illustrates the amount that a company, in the middle 50% of programs, would pay per one million dollars in limit. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown.



The chart illustrates the amount that a company, in the middle 50% of programs, would pay per \$100 of revenue for their insurance. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown.

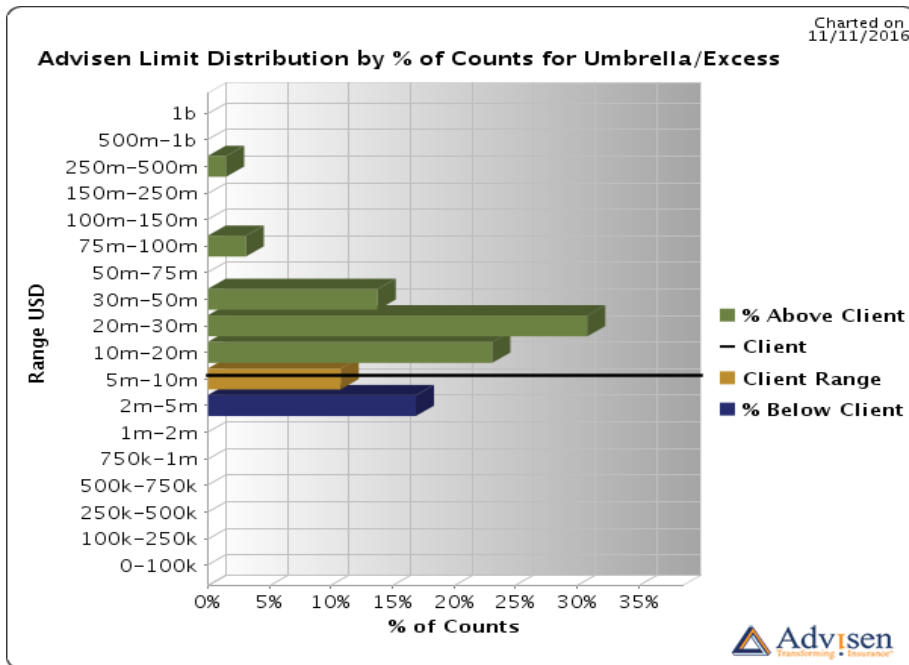


Advisen Premium Distribution by % of Counts for Umbrella/Excess

		Client: 30K
% Below or Equal to Client:		14.8
% Above Client:		85.2
Range USD	% of Counts	Cumulative %
1m-2m	1.6	100.0
500k-750k	1.6	98.4
250k-500k	3.3	96.8
150k-250k	11.5	93.5
100k-150k	36.1	82.0
75k-100k	16.4	45.9
50k-75k	6.6	29.5
25k-50k	14.8	22.9
10k-25k	4.9	8.1
5k-10k	1.6	3.2
2k-5k	1.6	1.6
Program Count:		61

Advisen

The Client's Premium of USD 30,000, when compared to the LOB Peer Group - Umbrella/Excess, is in the Low Middle of the range. The chart above illustrates the percentage of program counts that are with each premium range.

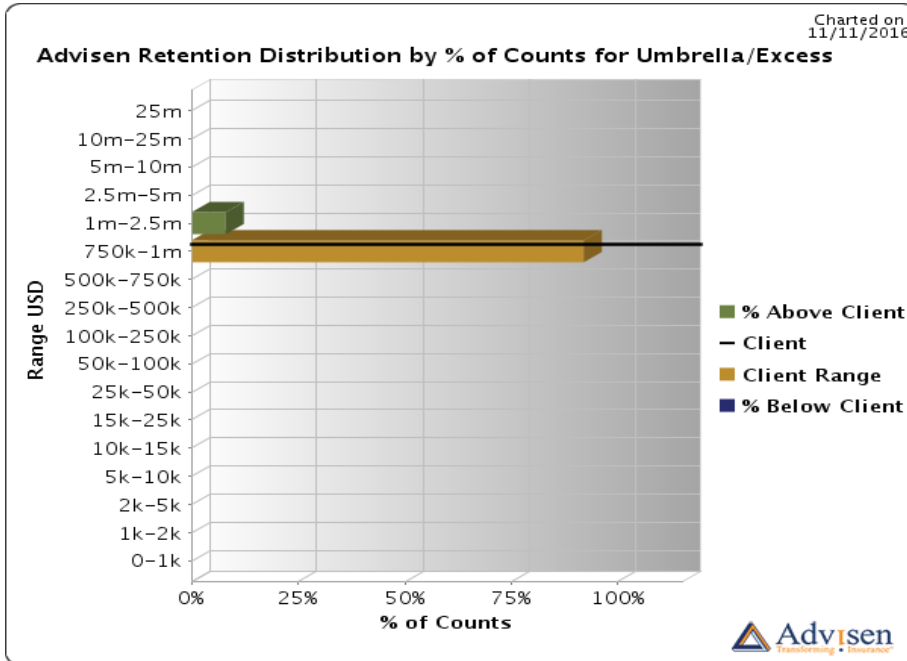


Advisen Limit Distribution by % of Counts for Umbrella/Excess

		Client: 10M
% Below or Equal to Client:		27.7
% Above Client:		72.3
Range USD	% of Counts	Cumulative %
250m-500m	1.5	100.0
75m-100m	3.1	98.5
30m-50m	13.8	95.4
20m-30m	30.8	81.6
10m-20m	23.1	50.8
5m-10m	10.8	27.7
2m-5m	16.9	16.9
Program Count:		65

Advisen

The Client's Limit of USD 10,000,000, when compared to the LOB Peer Group - Umbrella/Excess, is in the Low Middle of the range. The chart above illustrates the percentage of program counts that are with each limit range.

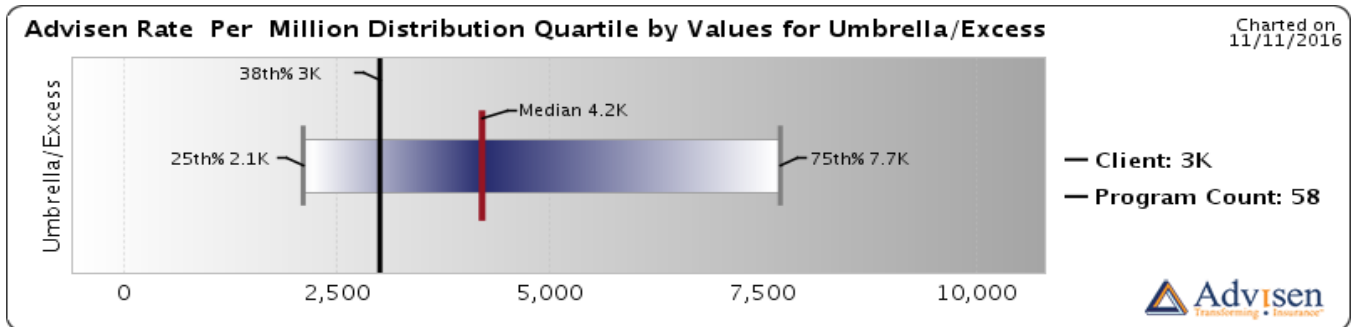


**Advisen Retention Distribution by % of Counts for Umbrella/Excess**

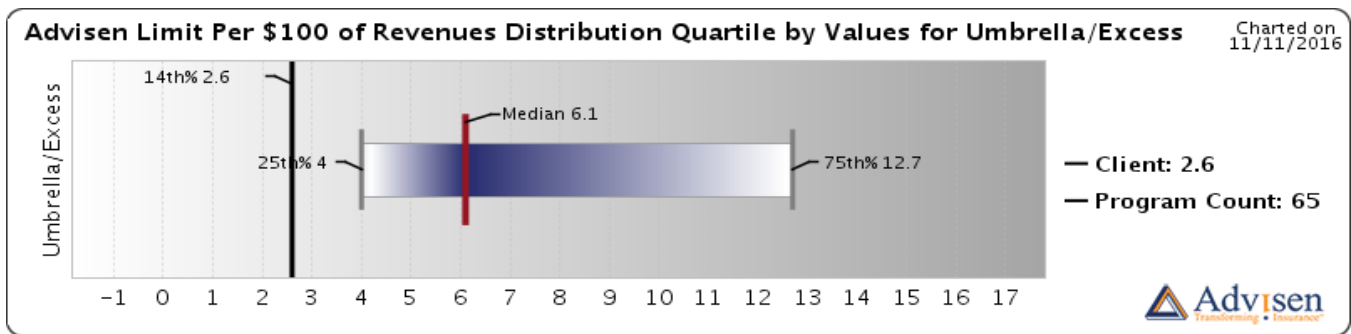
<b>Client:</b> 1M		
% Below or Equal to Client: 92.0		
% Above Client: 8.0		
Range USD	% of Counts	Cumulative %
1m-2.5m	8.0	100.0
750k-1m	92.0	92.0
<b>Program Count:</b> 25		

Advisen

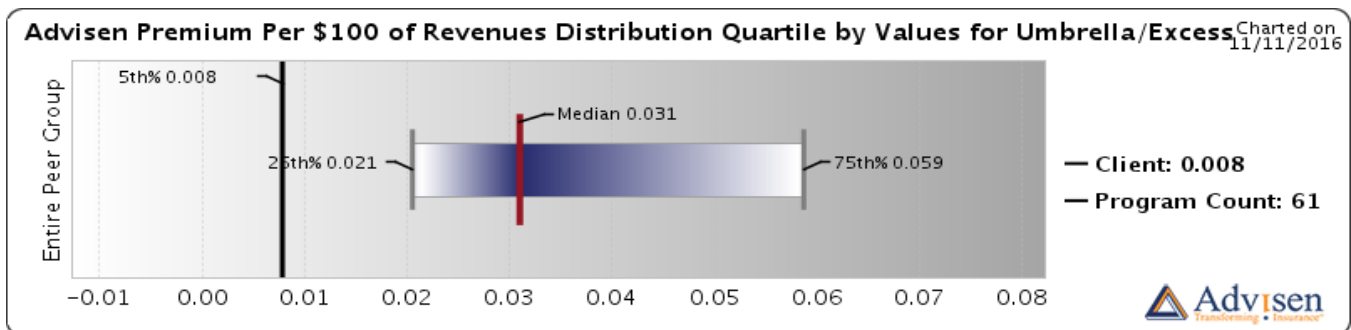
The Client's Retention of USD 1,000,000, when compared to the LOB Peer Group - Umbrella/Excess, is in the High End of the range. The chart above illustrates the percentage of program counts that are with each retention range.



This graph illustrates the amount that a company, in the middle 50% of programs, would pay per one million dollars in limit. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown.



The chart illustrates the amount that a company, in the middle 50% of programs, would buy in limit for each \$100 of revenue. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown."



The chart illustrates the amount that a company, in the middle 50% of programs, would pay per \$100 of revenue for their insurance. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown.



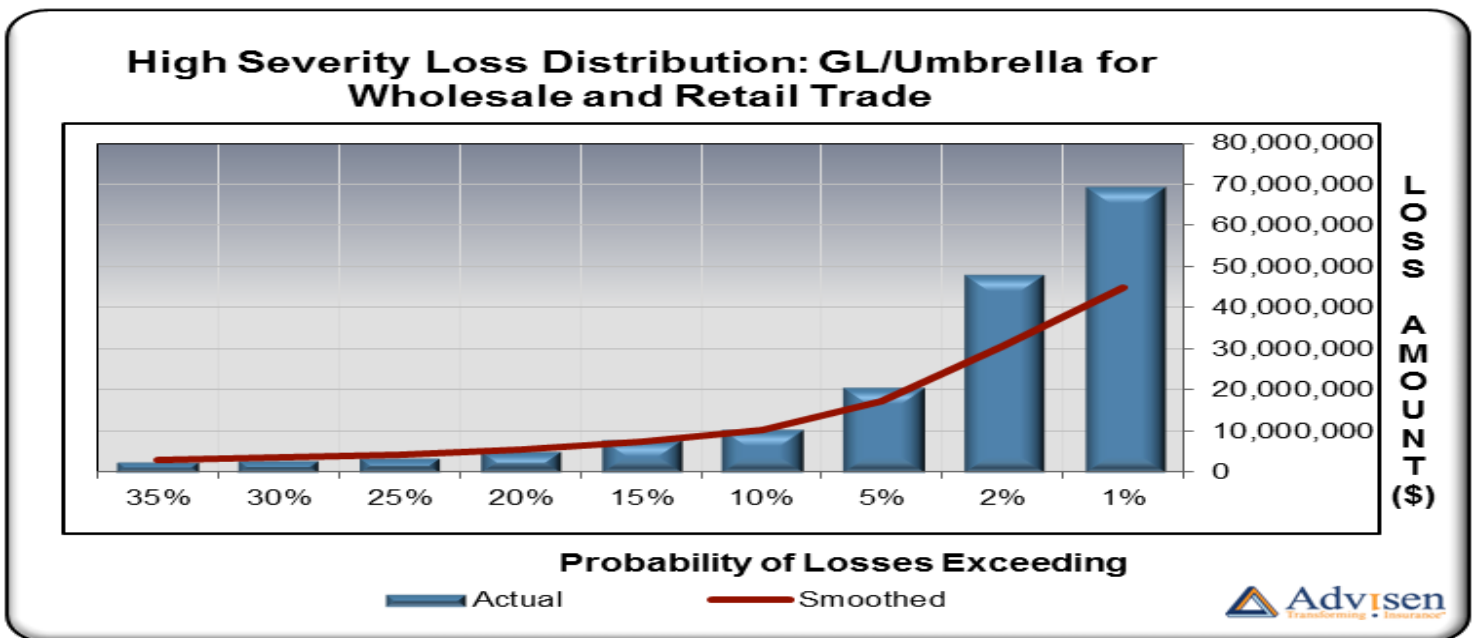
The chart below illustrates the likelihood that a large loss\* will be at least the amount shown below in dollars.

For example, if a company has a large loss, the “Probability of Losses Exceeding” shows the percentage chance that actual dollar amount would exceed the “Loss Amount” shown.

Combining a company’s loss history, current limit, and risk tolerance with this chart will determine their indicated additional limit needs.

Note: The results above are most applicable to mid-to-large market companies, but not to the biggest companies within an industry. The peer group industry shown is based on companies whose 1-digit SIC code is the same as the client’s.

\*A large loss is defined as a loss above \$100K.



**Large Losses Impacting the General Liability & Umbrella/Excess Coverage of Similar Companies**

Company Name	State	Category/Type	Accident Date	Settlement Date	Status	Total Amount (\$)
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Knothe Apparel Group, Inc.	NY	Products/Products Usage	01/09/2005	01/01/2007	Settled	\$5,000,000
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**Case Description:**

On or about December 3, 1996, Jeffrey Gray purchased a robe from The Orvis Company (Orvis) for his wife, JoAnne Gray. Orvis had purchased the robe from the manufacturer, Leisure Life. On January 9, 2005, Mrs. Gray was wearing the robe when she added a piece of firewood to her wood stove and the robe caught fire. As result, she was severely burned and suffered extensive injuries. In 2007, Jeffrey Gray sued the defendants and Orvis along with other parties involved either in the design and distribution of the robe or the manufacture and sale of the wood stove. With respect to the defendants, the plaintiffs asserted numerous claims in connection with the robe, including counts sounding in negligence and strict liability. As to Orvis, the plaintiffs asserted claims of direct liability as well as a strict liability claim premised upon the liability of the defendants. In 2008, Leisure Life moved for summary judgment against the plaintiffs, asserting that Leisure Life was purchased by Knothe in 2004 and was a division of Knothe at the time Mrs. Gray sustained her injuries. Leisure Life argued that it was not liable for the plaintiffs’ injuries because it was no longer the same entity that manufactured the robe, and the circumstances of the purchase did

not support holding Knothe liable as a successor. The trial court denied the motion. In 2009, Orvis successfully moved to add third-party claims against the defendants for indemnification and contribution. Orvis claimed that it "had no involvement in the design and manufacturing of the robe" and that it "was simply a 'pass-through' entity." As a result, Orvis sought indemnity or contribution from the defendants for any damages it ultimately owed to the plaintiffs, including the amount of any judgment against, or settlement by, Orvis. In addition, Orvis asserted that it was entitled to recover the costs and attorney's fees that it had incurred in defending against the claims asserted by the plaintiffs. In January 2010, Orvis sent a letter to the defendants asserting that it was entitled to indemnification and, therefore, that the defendants should "assume the indemnity and defense of Orvis." Although the defendants participated in settlement discussions, they did not offer to indemnify or defend Orvis. On September 13, 2010, immediately prior to the scheduled start of the trial, all parties except Leisure Life settled with the plaintiffs. The parties involved in the sale and manufacture of the wood stove settled the claims against them for five million dollars. Orvis settled the claims against it for one million dollars and assigned to the plaintiffs "any and all rights to indemnity" that Orvis had against the defendants. The settlement did not extinguish the plaintiffs' claims against the defendants. On January 30, 2012, the jury returned a verdict in the defendants' favor. On October 1, 2013, the Supreme Court of New Hampshire reversed the trial court's denial of summary judgment with respect to the plaintiffs' indemnity claim.

<b>Urban Brands, Inc.</b>	NJ	Services & Operations/ Automotive/Vehicle	09/07/2006	07/15/2007	Settled	<b>\$3,250,000</b>
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**Case Description:**

Plaintiff said rear-ender kept him out of even sedentary work On Sept. 7, 2006, plaintiff George Butler Jr., 32, a plumber and tank installer, was stopped in traffic on the Pennsylvania Turnpike, near Willow Grove, when the right rear of his truck was struck by a sedan driven by Virginia Silvey, who was driving in the course and scope of her employment with Urban Brands Inc. The impact sent Butler's truck into the concrete barrier that separated the turnpike's eastbound and westbound lanes. Butler sued Silvey and her employer for negligence, claiming injuries. The defendants stipulated to liability and the case proceeded to trial on alleged injuries and damages. Butler was taken by ambulance to Mercy Fitzgerald Hospital in Philadelphia, where he was treated and released. He followed up with his primary care physician, who prescribed physical therapy, which he underwent extensively. Butler was diagnosed with disc herniations at L4-5 and L5-S1, and in spring 2007, he underwent a spinal fusion, which proved unsuccessful, and then received a spinal stimulator, which had minimal effect. Butler sought to recover over \$38,000 in medical costs and a workers' compensation lien of about \$429,000. The plaintiff's treating physician rendered Butler permanently disabled and unemployable, even at a sedentary level. Butler's experts estimated his past and future earnings at \$3.25 million to \$4.46 million (he made nearly \$68,000 a year) and his life care needs were projected to cost \$3 million. Butler, who is on daily narcotic pain medication, claimed that he is in constant pain and unable to sit or stand for any length of time, as he must frequently recline on his bed. He sometimes sleeps upright in a chair due to his pain and is unable to do virtually all of the activities he did before the accident. In addition, he has large scars because of his surgeries and claimed to suffer from depression. The defense orthopedic surgeon expert, who agreed to the nature of the plaintiff's injuries, causation and reasonableness of care, opined that Butler was capable of sedentary work. The defense vocational rehabilitation, life-care planner and economist experts projected damages at around \$2.5 million. The parties settled on the third day of trial for the amount of \$3.25 million.

<b>Old Navy Inc.</b>	NJ	Services & Operations/ Business/Service Site, Premises, Situation	02/15/2007	11/26/2007	Settled	<b>\$3,000,000</b>
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**Case Description:**

Child 'blinded herself' on display in nationwide store On Feb. 15, 2007, plaintiff Wei Ngai, 7, and her mother, plaintiff Enid Tran, were shopping at an Old Navy store in Edgewater. While in the store, Wei struck her eye on a protruding metal "face-out" of a T-stand, the kind that display merchandise in Old Navy stores throughout the United States. Ngai was rendered totally blind in the injured eye. Enid Tran did not witness the accident. Tran sued Old Navy on Ngai's behalf, alleging negligence. Tran and Wei's father, Chau Ngai, also asserted individual claims against Old Navy, for their need to care for and provide medical treatment for their daughter. The manufacturer of the stand went bankrupt prior to the accident and no claims were brought against it. The plaintiffs contended that the defendant's T-stand "face-out" protrusions generally end at a height that is foreseeably dangerous to patrons, particularly children. The defense argued that the neither the position of the T-stand that injured Wei nor the alleged sharp edge of the stand's protrusion created or constituted a dangerous condition. The defense implied that Wei may have been running and argued that her mother should have been supervising her more carefully. The case was complicated by the fact that, while a T-stand was unquestionably implicated in the injury to Wei, the plaintiffs did not identify a specific T-stand within the Edgewater store. Counsel for the plaintiffs and defense exchanged various accusations of falsifying evidence which were the subject of myriad pretrial motions. Wei suffered permanent total blindness in her left eye and significant and permanent disfigurement of the eye. Wei underwent four separate surgeries in efforts to mitigate the damage to her eye that was initially described as a lacerated cornea and ruptured globe of the left eye. Counsel said that Wei would require ongoing ophthalmologic care for the rest of her life and would also have to wear polycarbonate glasses to protect her normal right eye. Wei was left with no left side peripheral vision, no overall depth perception and only monocular vision with her sighted right eye. Wei claimed psychological injuries from the trauma of the accident and its consequences to her and she was diagnosed with post-traumatic stress disorder. Counsel said Wei would require tutors in connection with her future education and assistance in her homemaking, vocational and personal activities as she gets older. The defense did not dispute that the blindness and disfigurement were causally related to the accident but argued that the projected consequential damages were overstated and that Wei would otherwise recover and be able to cope with her vision disability. The case settled for \$3 million, of which \$2,475,000 was earmarked for Wei (and \$1,655,000 of that amount would be structured), and the remaining \$525,000 was earmarked for the individual claims of Wei's parents. After the deduction of \$715,334.89, consisting of \$600,223.88 for legal fees, \$74,104.70 for case cost disbursements, \$39,418.51 for unpaid medical expenses constituting a lien on the file, and \$1,587.85 in out-of-pocket expenses extended by Wei's parents, a remaining \$104,665.11 is to be deposited into the Surrogate of Bergen County Intermingled Account for the benefit of Wei until she reaches majority.

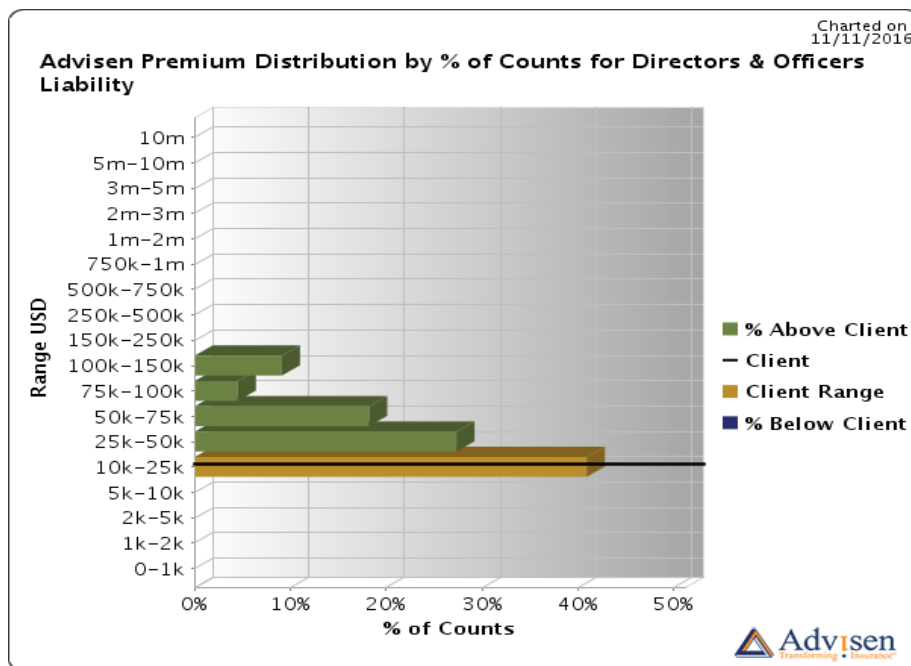
Directors and Officers

Program Benchmarking

Selected Peer Group Filters	
<b>Time Periods:</b> Last 12 Months, 12 to 24 Months	<b>Industries:</b> Retail – Specialty, Women'S Clothing Stores
<b>Coverage:</b> Management Liability	<b>Company Type:</b> Private
<b>LOBs:</b> Directors & Officers Liability	<b>Company</b> 100,000,000-1,000,000,000
<b>Filter Benchmarking Range:</b> None	<b>Exposure (Revenues):</b>
<b>Peer Group Size:</b> 24	<b>Location:</b> United States



Note: Black line represents the company’s program values; gold bar represents the range containing the company’s program; blue bar represents peers with program values below the company; green represents peers with program values above the company.

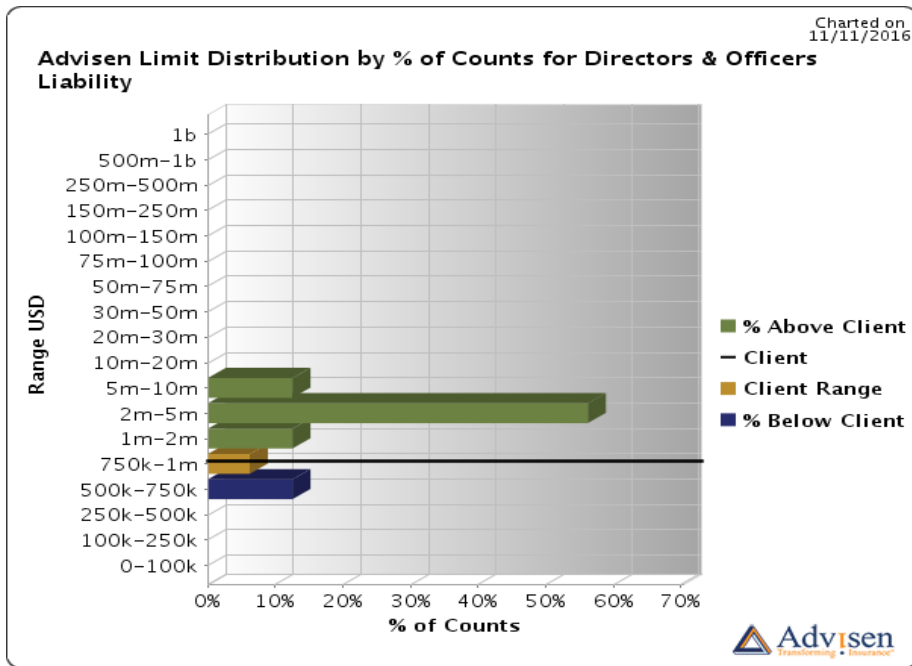


**Advisen Premium Distribution by % of Counts for Directors & Officers Liability**

		<b>Client:</b> 15K
<b>% Below or Equal to Client:</b> 18.2		<b>% Above Client:</b> 81.8
Range USD	% of Counts	Cumulative %
100k-150k	9.1	100.0
75k-100k	4.5	90.9
50k-75k	18.2	86.4
25k-50k	27.3	68.2
10k-25k	40.9	40.9
<b>Program Count:</b> 22		



The Client's Premium of USD 15,000, when compared to the LOB Peer Group - Directors & Officers Liability, is in the Low Middle of the range. The chart above illustrates the percentage of program counts that are with each premium range.

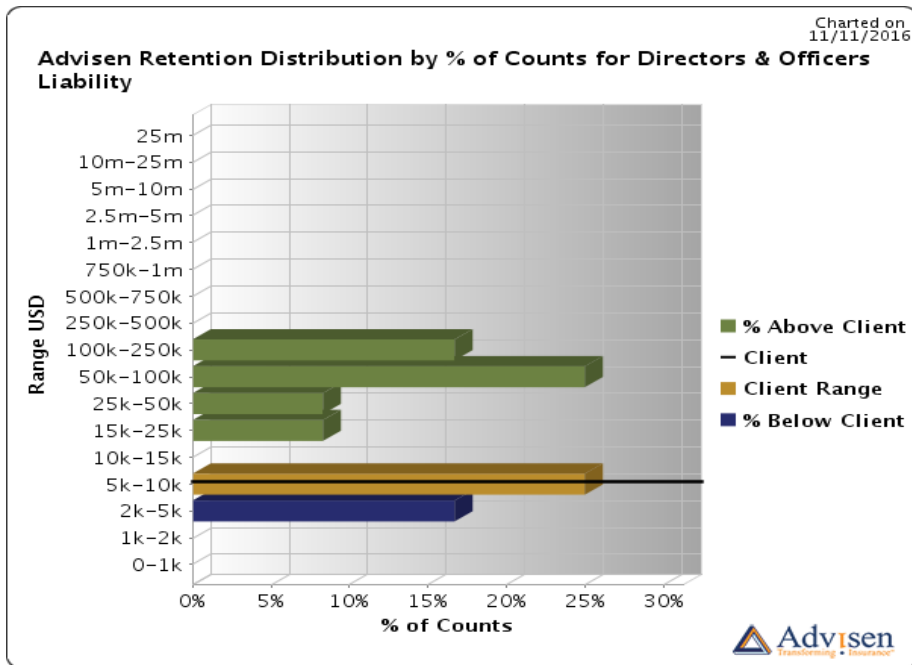


Advisen Limit Distribution by % of Counts for Directors & Officers Liability

Client:	1M	
% Below or Equal to Client:	18.7	
% Above Client:	81.3	
Range USD	% of Counts	Cumulative %
5m-10m	12.5	99.9
2m-5m	56.2	87.4
1m-2m	12.5	31.2
750k-1m	6.2	18.7
500k-750k	12.5	12.5
<b>Program Count: 16</b>		



The Client's Limit of USD 1,000,000, when compared to the LOB Peer Group - Directors & Officers Liability, is in the Low Middle of the range. The chart above illustrates the percentage of program counts that are with each limit range.

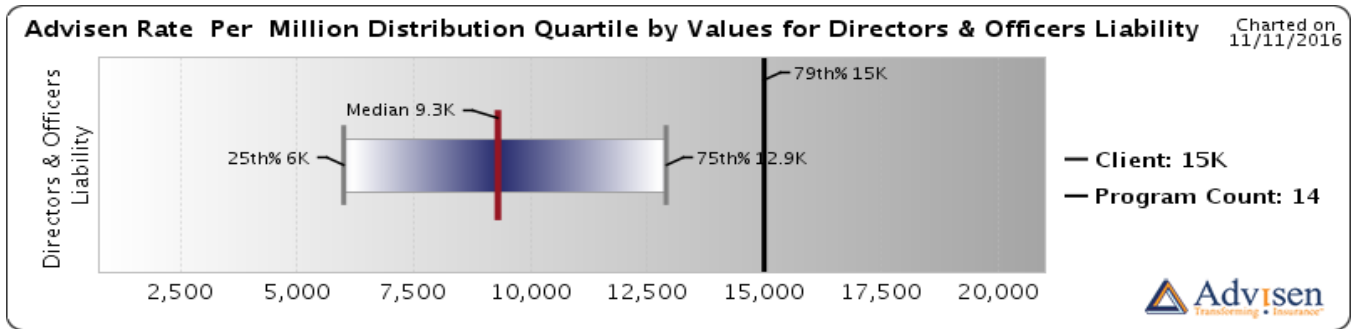


Advisen Retention Distribution by % of Counts for Directors & Officers Liability

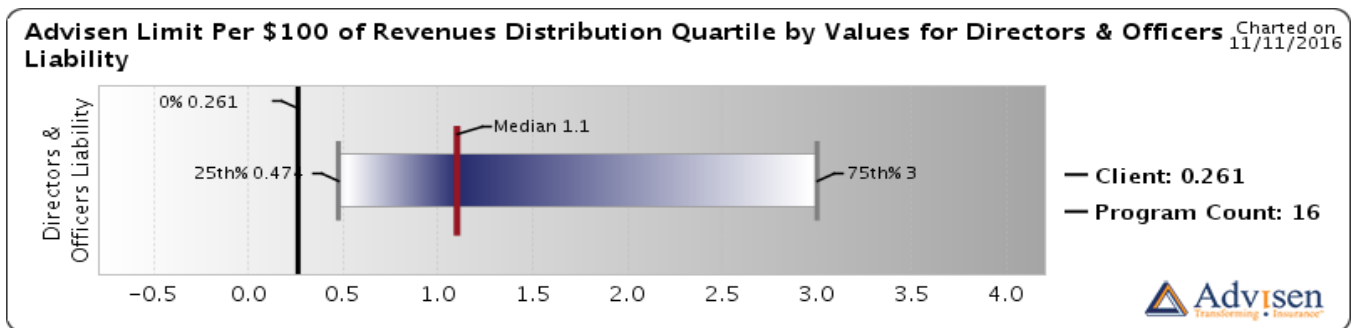
Client:	10K	
% Below or Equal to Client:	41.7	
% Above Client:	58.3	
Range USD	% of Counts	Cumulative %
100k-250k	16.7	100.0
50k-100k	25.0	83.3
25k-50k	8.3	58.3
15k-25k	8.3	50.0
5k-10k	25.0	41.7
2k-5k	16.7	16.7
<b>Program Count: 12</b>		



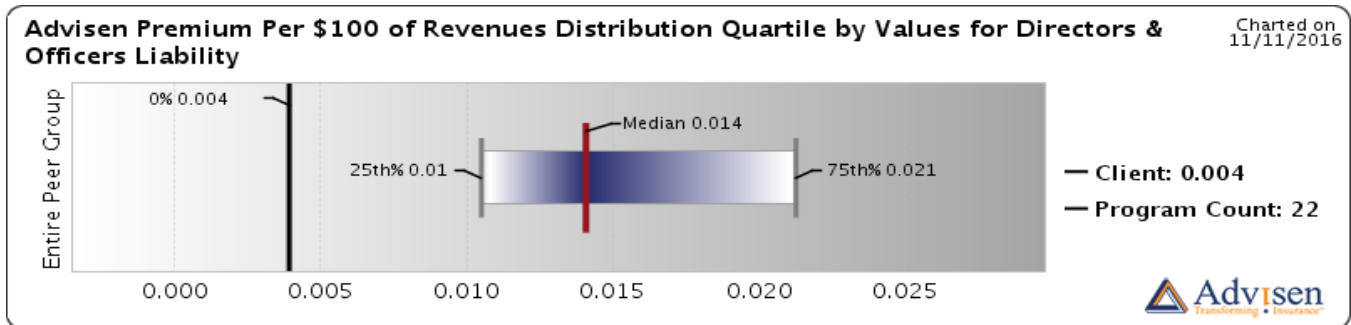
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### Large Losses Impacting the Directors and Officers Coverage of Similar Companies

Company Name	State	Category/Type	Accident Date	Settlement Date	Status	Total Amount (\$)
Aeropostale Inc.	NY	Business Practices Risks/Bribery		08/20/2014	Settled	\$38,690,823

#### Case Description:

On June 8, 2010, a lawsuit was filed in the New York Eastern District against the former merchandizing officer Christopher Finazzo (Finazzo) of teen clothing retailer Aeropostale Inc (Aeropostale) for the alleged fraudulent scheme in which Finazzo secretly received approximately fifty percent of the profits from certain transactions between Aeropostale and South Bay Apparel Inc. On December 14, 2010, the United States of America filed a superseding indictment against Finazzo. The superseding indictment alleges that Finazzo deprived Aeropostale both opportunity to seek lower prices for merchandise it purchased from South Bay and opportunity to purchase that merchandise from vendors. On August 24, 2011, the Court denied the Finazzo's motion to dismiss the superseding indictment. The US government filed a second superseding indictment on September 9, 2011. The second superseding indictment alleged that Finazzo repeatedly rebuffed requests to move portion of the t-shirts business from South Bay to an overseas vendor that could provide the t-shirts for a significantly lower price and that Finazzo rejected a specific alternative vendor that would have saved Aeropostale approximately \$300,000 as compared to placing an order with South Bay. The second superseding indictment alleged seventeen counts: (i) conspiracy to commit mail fraud and wire fraud and conspiracy to violate the Travel Act; (ii) mail fraud (Counts Two through Fifteen) (iii) wire fraud; and (iv) making false statement in a report required to be filed with the United States Securities and Exchange Commission. In April 2013, Finazzo was convicted on 14 counts of mail fraud, wire fraud, and conspiracy. On August 20, 2014, the former merchandizing officer was sentenced to eight years in prison for defrauding the company and taking more than \$25 million in kickbacks from major vendor. He was also ordered by the US Judge Roslynn Mauskopf to forfeit more than \$25 million and pay the company \$13.7 million in restitution.

Readyone Industries, Inc.	TX	Business Practices Risks/Billing Fraud		10/01/2012	Settled	\$5,000,000
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#### Case Description:

On October 1, 2012, ReadyOne Industries Inc. has agreed to pay \$5 million to resolve allegations that it violated the False Claims Act by knowingly submitting false certifications regarding the annual percentages of direct labor hours performed by people with severe disabilities, the Justice Department announced today. ReadyOne, previously known as the National Center for Employment of the Disabled (NCED), is headquartered in El Paso, Texas, and is a manufacturer of apparel, boxes and other products. NCED was a participant in the AbilityOne Program, which creates employment opportunities for people who are blind or have other significant disabilities in the manufacture and delivery of products and services to the federal government. The program uses the purchasing power of the federal government to buy approved products and services from participating, community-based nonprofit agencies nationwide. These community-based nonprofit agencies, like NCED, must ensure that 75 percent of all annual direct labor hours on certain government contracts are performed by employees who are blind or severely disabled. The program is managed by the Committee for Purchase From People Who Are Blind or Severely Disabled, which is a federal agency. The United States alleges that, between 2000 and 2006, NCED employed a large number of non-disabled employees to work on contracts for the manufacture of archival boxes, apparel and other items, and did not appropriately account for their hours as part of the overall ratios it certified and submitted to the committee. The settlement arises from a qui tam, or whistleblower, lawsuit filed in the Eastern District of Virginia under the False Claims Act by Michael Ahumada, a former employee of NCED. Under the qui tam provisions of the False Claims Act a private citizens may file actions for false claims on behalf of the United States and share in any recovery. The lawsuit is captioned as United States ex rel. Mike Ahumada v. National Center for Employment of the Disabled, et al., No. 1:06-cv-713 (E.D. Va.).

## Employment Practices

### Program Benchmarking

#### Selected Peer Group Filters

**Time Periods:** Last 12 Months, 12 to 24 Months

**Coverage:** Management Liability

**LOBs:** Employment Practices

**Industries:** Retail – Specialty, Women'S Clothing Stores

**Company Type:** All Companies

**Company Exposure (Number of Employees):** 500–5,000

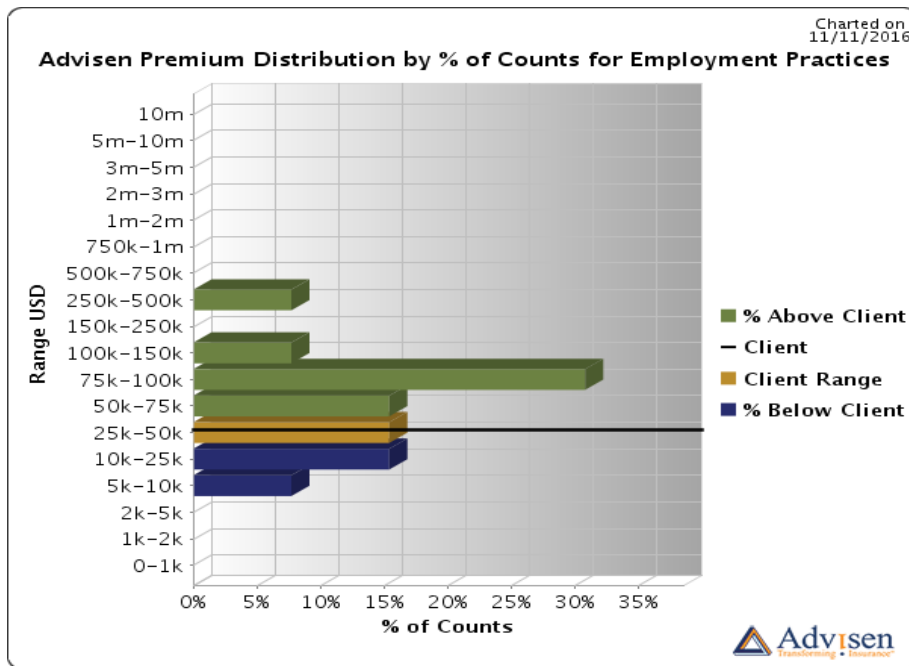
**Filter Benchmarking Range:** None

**Location:** United States

**Peer Group Size:** 14



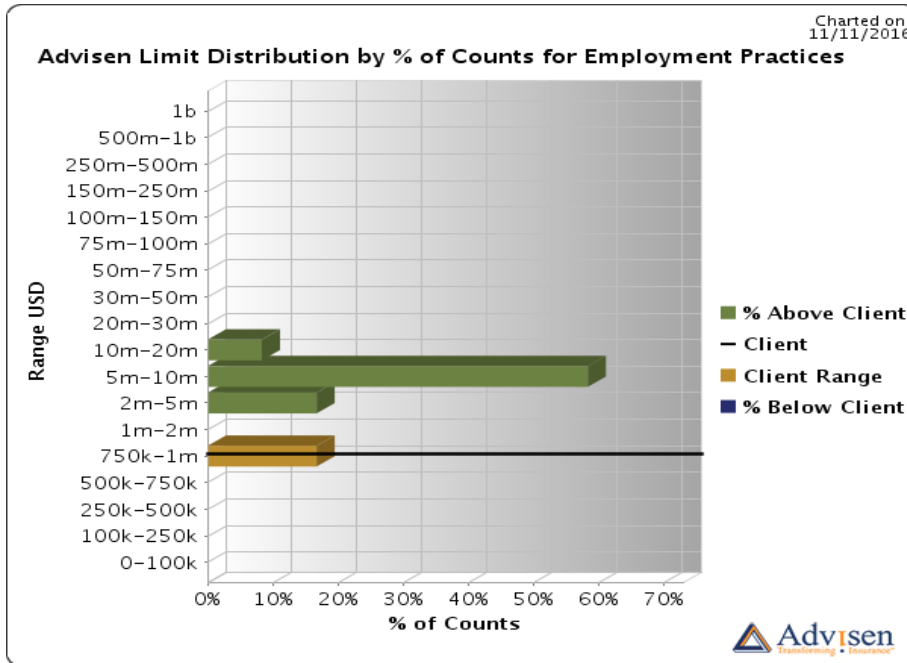
Note: Black line represents the company's program values; gold bar represents the range containing the company's program; blue bar represents peers with program values below the company; green represents peers with program values above the company.



#### AdviseSen Premium Distribution by % of Counts for Employment Practices

		<b>Client:</b> 30K
		<b>% Below or Equal to Client:</b> 30.8
		<b>% Above Client:</b> 69.2
Range USD	% of Counts	Cumulative %
250k-500k	7.7	100.1
100k-150k	7.7	92.4
75k-100k	30.8	84.7
50k-75k	15.4	53.9
25k-50k	15.4	38.5
10k-25k	15.4	23.1
5k-10k	7.7	7.7
		<b>Program Count:</b> 13

The Client's Premium of USD 30,000, when compared to the LOB Peer Group - Employment Practices, is in the Low Middle of the range. The chart above illustrates the percentage of program counts that are with each premium range.

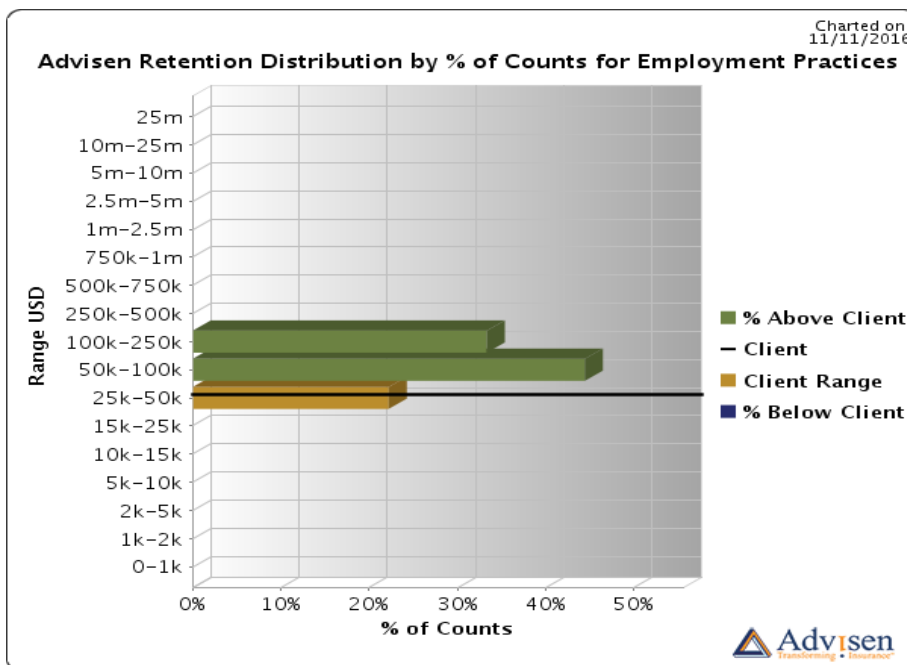


**Advisen Limit Distribution by % of Counts for Employment Practices**

		Client: 1M
% Below or Equal to Client:		16.7
% Above Client:		83.3
Range USD	% of Counts	Cumulative %
10m-20m	8.3	100.0
5m-10m	58.3	91.7
2m-5m	16.7	33.4
750k-1m	16.7	16.7
<b>Program Count: 12</b>		

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The Client's Limit of USD 1,000,000, when compared to the LOB Peer Group - Employment Practices, is in the Low Middle of the range. The chart above illustrates the percentage of program counts that are with each limit range.



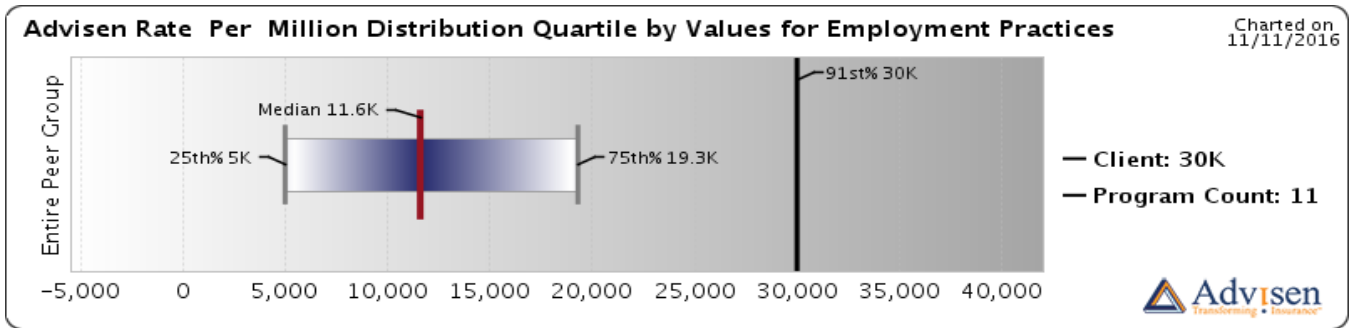
**Advisen Retention Distribution by % of Counts for Employment Practices**

		Client: 50K
% Below or Equal to Client:		22.2
% Above Client:		77.8
Range USD	% of Counts	Cumulative %
100k-250k	33.3	99.9
50k-100k	44.4	66.6
25k-50k	22.2	22.2
<b>Program Count: 9</b>		

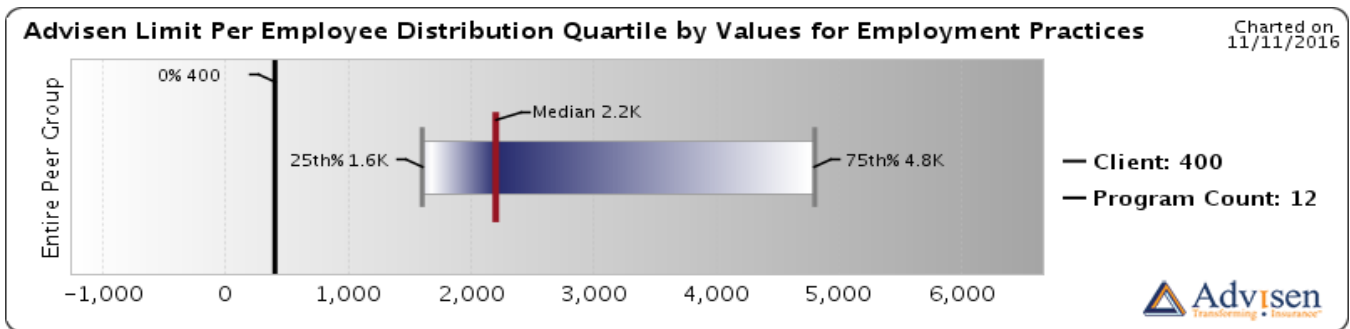
Advisen

The Client's Retention of USD 50,000, when compared to the LOB Peer Group - Employment Practices, is in the Low Middle of the range. The chart above illustrates the percentage of program counts that are with each retention range.

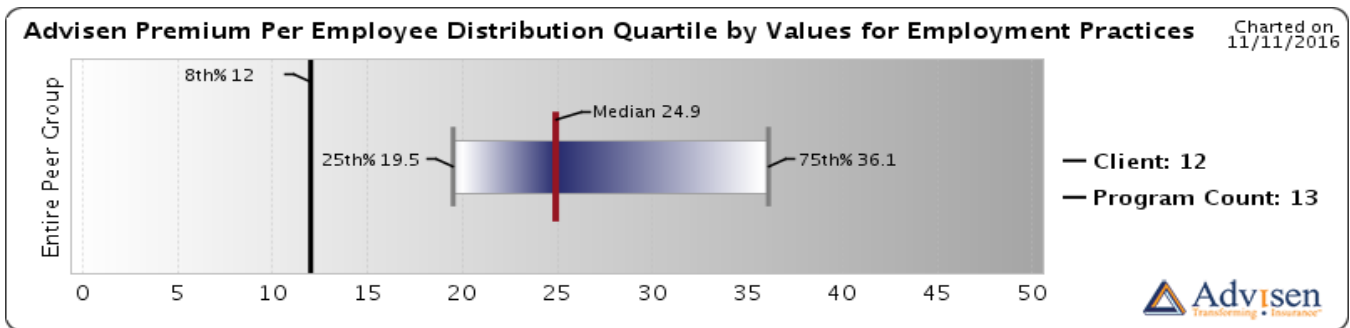




This graph illustrates the amount that a company, in the middle 50% of programs, would pay per one million dollars in limit. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown.



The chart illustrates the amount that a company, in the middle 50% of programs, would buy in limit for each employee. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown.



The chart illustrates the amount that a company, in the middle 50% of programs, would pay per employee for their insurance. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown."

### Large Losses Impacting the Employment Practices Coverage of Similar Companies

Company Name	State	Category/Type	Accident Date	Settlement Date	Status	Total Amount (\$)
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Wet Seal Inc (The)	CA	Employment/Discrimination & Harassment: Racial	05/08/2008	07/12/2012	Settled	\$7,500,000
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**Case Description:**

On July 12, 2012, Plaintiffs Nicole Cogdell, Kai Hawkins, and Myriam Saint Hilaire, on behalf of themselves and all others similarly situated, filed a complaint against Defendants The Wet Seal Inc, The Wet Seal Retail Inc, Wet Sal GC Inc, and Wet Seal GC LLC (collectively, Wet Seal), in the U.S. District Court for the Central District of California for racial discrimination. According to the complaint, Plaintiffs are African-American women who were formerly employed by Wet Seal. Plaintiff alleges that Wet Seal executives discriminated against African-American store managers because they did not fit into its brand image. Plaintiffs were fired or replaced with white employees with less experience. Plaintiffs brought the action on behalf of themselves and all current or former African-American store management level employees of Wet Seal stores from at least 2008 to the present and seeking class certification, backpay, general damages, and punitive damages. According to the Equal Employment Opportunity Commission, Wet Seal has reached a \$7.5 million settlement over allegations that it horrendously discriminated against African-American employees. The parties have proposed preliminary certification of the following settlement class of all African-American and/or Black persons who worked in Wet Seal and Arden B. stores in the positions of Store Assistant Manager, Co-Manager, Acting Store Manager and/or Store Manager at any time from May 8, 2008 through May 8, 2013.

Ann Taylor Retail, Inc.	NY	Employment/Wage and Hour	02/01/2001	02/15/2005	Settled	\$6,500,000
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**Case Description:**

A class action lawsuit that consists of about 850 current and former salaried store managers, senior assistant managers and assistant managers employed at Ann Taylor stores and outlets in California during the class period beginning on February 1, 2001 and ending on July 10, 2006 was filed in the Superior Court of Los Angeles County. After being consolidated into one case, the lead plaintiffs were Melissa Laykin, Naoko So and Amanda Watson. Plaintiffs brought a class action against Ann Taylor Retail Inc., New York, and Ann Taylor Stores Corp., New York, for unpaid wages and unpaid meal and rest breaks. Plaintiffs' counsel claimed that Ann Taylor improperly classified the class members as salaried employees-rather than hourly employees in order to deny them overtime pay, even though their job rank entitled them to overtime. Plaintiffs' counsel also contended that, to save on labor costs, Ann Taylor under-budgeted hourly labor at its establishments and made the class members do those duties in addition to their own job responsibilities. Plaintiffs' counsel also argued that Ann Taylor did not delegate authority to the class members, meaning that they couldn't make decisions about the establishments where they worked. Ann Taylor disputed the allegations, contending that all the class members were properly classified as exempt from overtime pay requirements. Defense counsel also maintained that some class members had sufficient discretionary power at their establishments to qualify as exempt. The class sought an unspecified amount in unpaid wages, interest and attorney fees. After two mediation sessions and before expert depositions were taken, the case settled for a maximum payment of up to \$6.5 million.

Abercrombie & Fitch Co.	OH	Employment/Undetermined/Other	11/01/2008	11/01/2008	Settled	\$1,047,110
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**Case Description:**

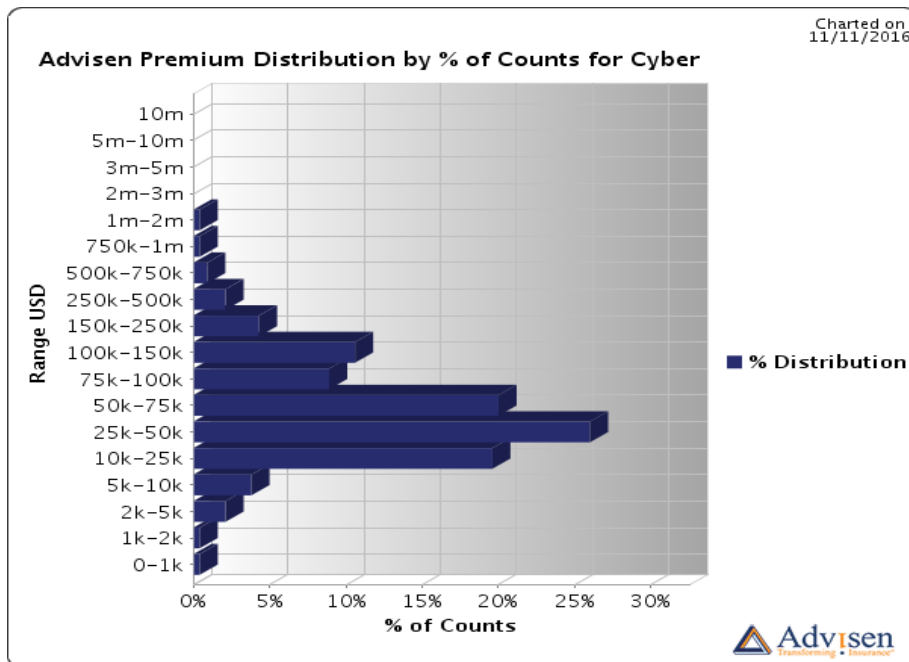
On September 28, 2010, U.S. Immigration and Customs Enforcement (ICE) announced that a \$1,047,110 fine settlement was reached with the clothing retailer Abercrombie & Fitch for violations of the Immigration and Nationality Act related to an employer's obligation to verify the employment eligibility of its workers. The settlement is the result of a November 2008 Form I-9 audit of Abercrombie & Fitch's retail stores in Michigan. The audit uncovered numerous technology-related deficiencies in Abercrombie & Fitch's electronic I-9 verification system. According to the law, employers are required to complete and retain a Form I-9 for each individual they hire for employment in the United States. This form requires employers to review and record the individual's identity and employment eligibility document(s) and determine whether the document(s) reasonably appear to be genuine and related to the individual. Additionally, an employer must ensure that the employee provides certain information regarding his or her eligibility to work on the Form I-9.

# Cyber

## Program Benchmarking

### Selected Peer Group Filters

<b>Time Periods:</b> Last 12 Months, 12 to 24 Months	<b>Industries:</b> All Industries
<b>Coverage:</b> Cyber/Tech Risk	<b>Company Type:</b> All Companies
<b>LOBs:</b> Cyber	<b>Company Exposure (Revenues):</b> 200,000,000-600,000,000
<b>Filter Benchmarking Range:</b> None	<b>Location:</b> United States
<b>Peer Group Size:</b> 238	



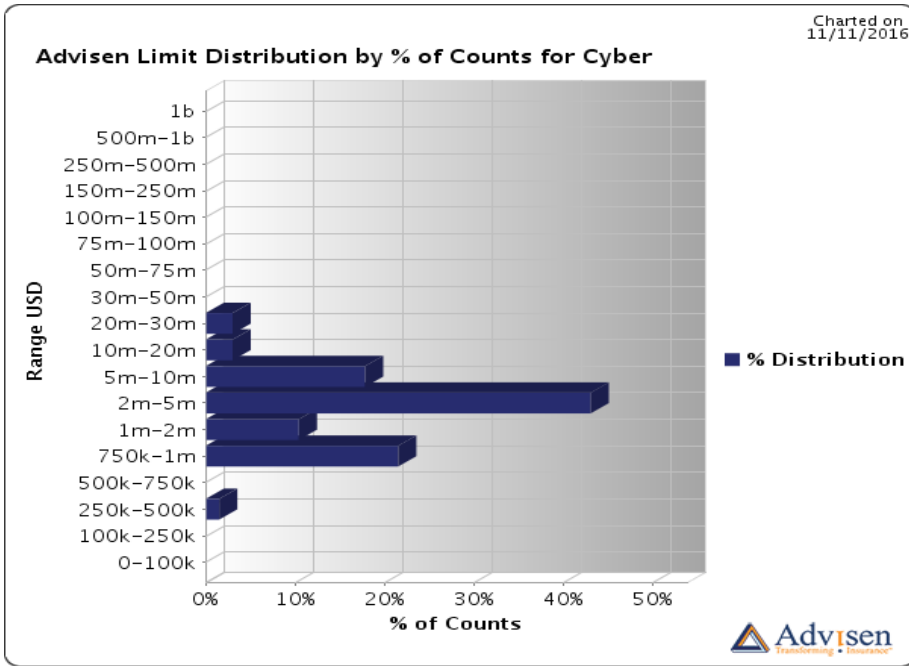
### Adv|sen Premium Distribution by % of Counts for Cyber

Range USD	% of Counts	Cumulative %
1m-2m	0.4	99.9
750k-1m	0.4	99.5
500k-750k	0.9	99.1
250k-500k	2.1	98.2
150k-250k	4.3	96.1
100k-150k	10.6	91.8
75k-100k	8.9	81.2
50k-75k	20.0	72.3
25k-50k	26.0	52.3
10k-25k	19.6	26.3
5k-10k	3.8	6.7
2k-5k	2.1	2.9
1k-2k	0.4	0.8
0-1k	0.4	0.4

Program Count: 235



The chart above illustrates the percentage of program counts that are with each premium range.

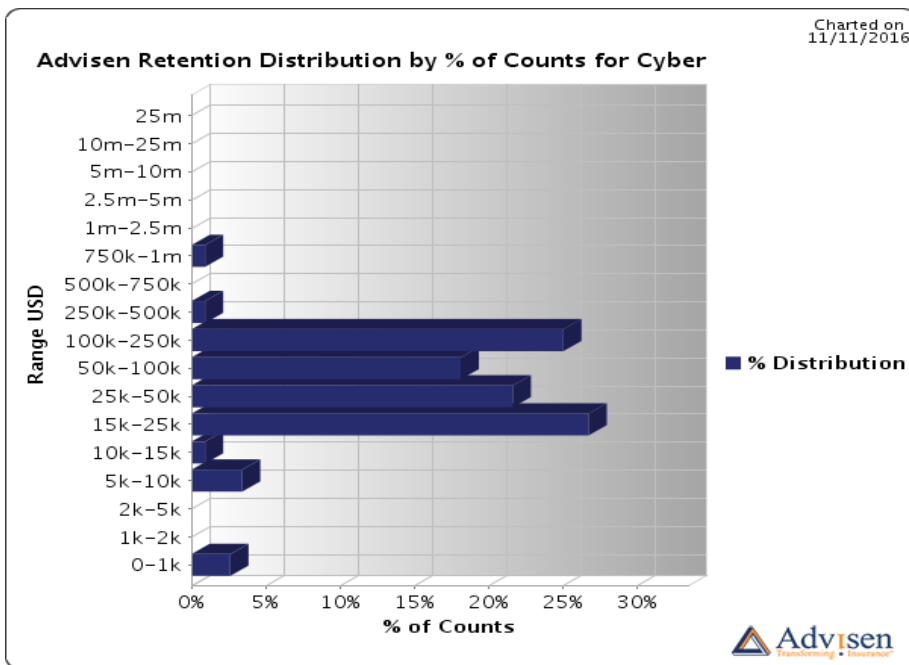


#### Advisen Limit Distribution by % of Counts for Cyber

Range USD	% of Counts	Cumulative %
20m-30m	3.0	100.2
10m-20m	3.0	97.2
5m-10m	17.8	94.2
2m-5m	43.0	76.4
1m-2m	10.4	33.4
750k-1m	21.5	23.0
250k-500k	1.5	1.5
<b>Program Count: 135</b>		

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The chart above illustrates the percentage of program counts that are with each limit range.

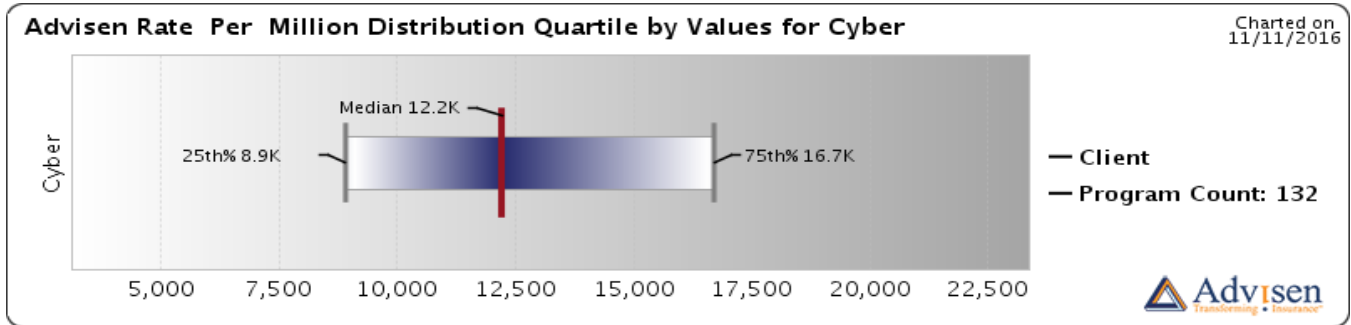


#### Advisen Retention Distribution by % of Counts for Cyber

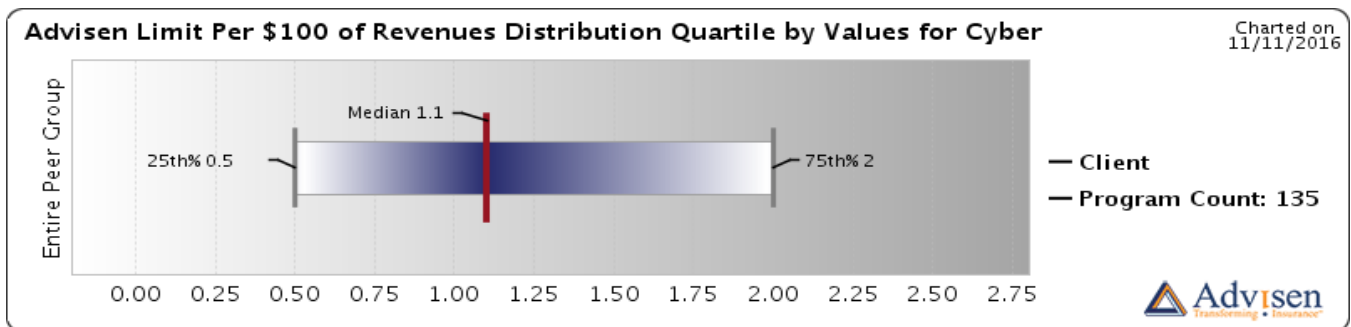
Range USD	% of Counts	Cumulative %
750k-1m	0.9	100.1
250k-500k	0.9	99.2
100k-250k	25.0	98.3
50k-100k	18.1	73.3
25k-50k	21.6	55.2
15k-25k	26.7	33.6
10k-15k	0.9	6.9
5k-10k	3.4	6.0
0-1k	2.6	2.6
<b>Program Count: 116</b>		

Advisen

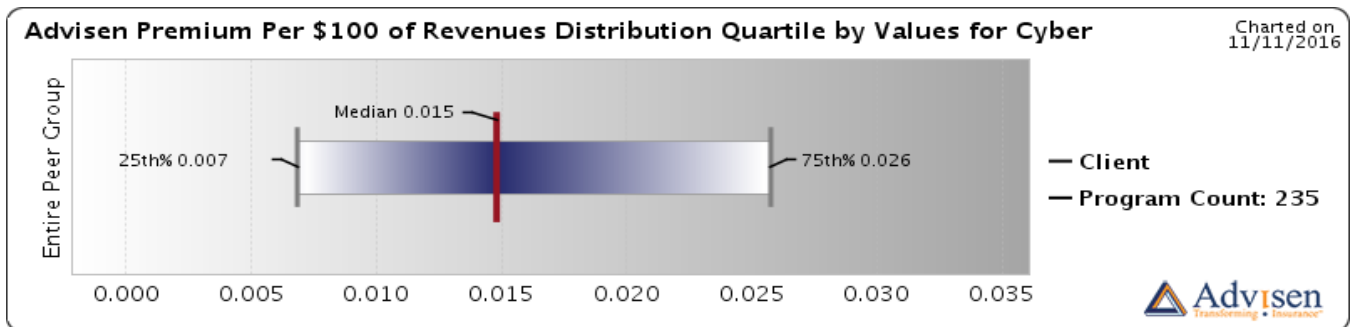
The chart above illustrates the percentage of program counts that are with each retention range.



This graph illustrates the amount that a company, in the middle 50% of programs, would pay per one million dollars in limit. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown.



The chart illustrates the amount that a company, in the middle 50% of programs, would buy in limit for each \$100 of revenue. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown."



The chart illustrates the amount that a company, in the middle 50% of programs, would pay per \$100 of revenue for their insurance. The graph still includes companies that are below the 25th and above 75th percentiles in the calculations, however, for illustration purposes, they are not shown.

### Large Losses Impacting the Cyber Coverage of Similar Companies

Company Name	State	Category/Type	Accident Date	Settlement Date	Status	Total Amount (\$)
The TJX Companies, Inc.	MA	Cyber/Identity Risks/Digital Data Breach, Loss, or Theft	07/01/2005	06/23/2009	Settled	\$9,750,000

#### Case Description:

TJX reaches \$9.75 million breach settlement with 41 states: More than two years after TJX Companies Inc. acknowledged that it was hit with a massive data breach, the Framingham, Mass.-based retailer agreed to boost its security measures and pay 41 states nearly \$10 million to cover the costs of investigating the incident. Under the terms of the settlement announced yesterday, TJX will pay the states a total of \$7.25 million for the investigations and will also create a \$2.5 million data security fund available to the states for projects that "advance" effective data security and technology, the company said in a statement. The settlement also requires that TJX certify that its computer systems meets "detailed data security requirements" prescribed by the states, and that it "encourage" the development of new technologies that can better secure payment card data. TJX, which operates retail chains T.J. Maxx, Marshalls and Bob's Stores, disclosed in January 2007 what was widely seen at the time as the biggest breach of payment cards ever. The company had said that at least 45 million cards were exposed in the breach and that the total could have been as high as 94 million cards. The payment cards were compromised by intruders who broke into the TJX Companies networks via poorly configured wireless access points at some of its stores in Florida. (June 24, 2009 - computerworld.com)

Ross Stores, Inc.	CA	Cyber/Identity Risks/Privacy Violations	12/04/2006	12/06/2006	Settled	\$1,250,000
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#### Case Description:

On December 6, 2006, a class action lawsuit was brought by Patrick J. McGee (Plaintiff), on behalf of all others similarly situated in U.S. District Court Northern District of California against Ross Stores, Inc., and Does 1-10 (collectively as "Defendants") over alleged violations of the Fair Credit Reporting Act (FCRA). On December 4, 2006, Ross printed the expiration date and/or printed more than the last five digits of Plaintiff's credit card or debit card number on the receipts provided to Plaintiff at the point of a sale or transaction between Plaintiff and Ross. The lawsuit alleged Defendants breached the FCRA by knowingly and intentionally continued to use cash registers that did not comply with the law, and that its printing of prohibited information on customers' receipts, was in contravene of Plaintiff's and class members rights. The lawsuit seeks class action certification, awarding injunctive relief and statutory damages. On December 12, 2008, Plaintiffs filed a Motion for Final Approval of Settlement of Class Action Settlement and a Motion for Attorneys Fees, Costs and Incentive Awards, which granted by the court on January 9, 2009. Ross stores, Inc., has agreed to create a settlement fund of \$1,250,000 which, after fees and costs are deducted, will be divided equally among all class members who timely submit a valid claim form and do not exclude themselves from the settlement.

Gap Inc.	CA	Cyber/Identity Risks/Improper Collection of Digital Data	01/21/2008	01/21/2009	Settled	\$370,000
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#### Case Description:

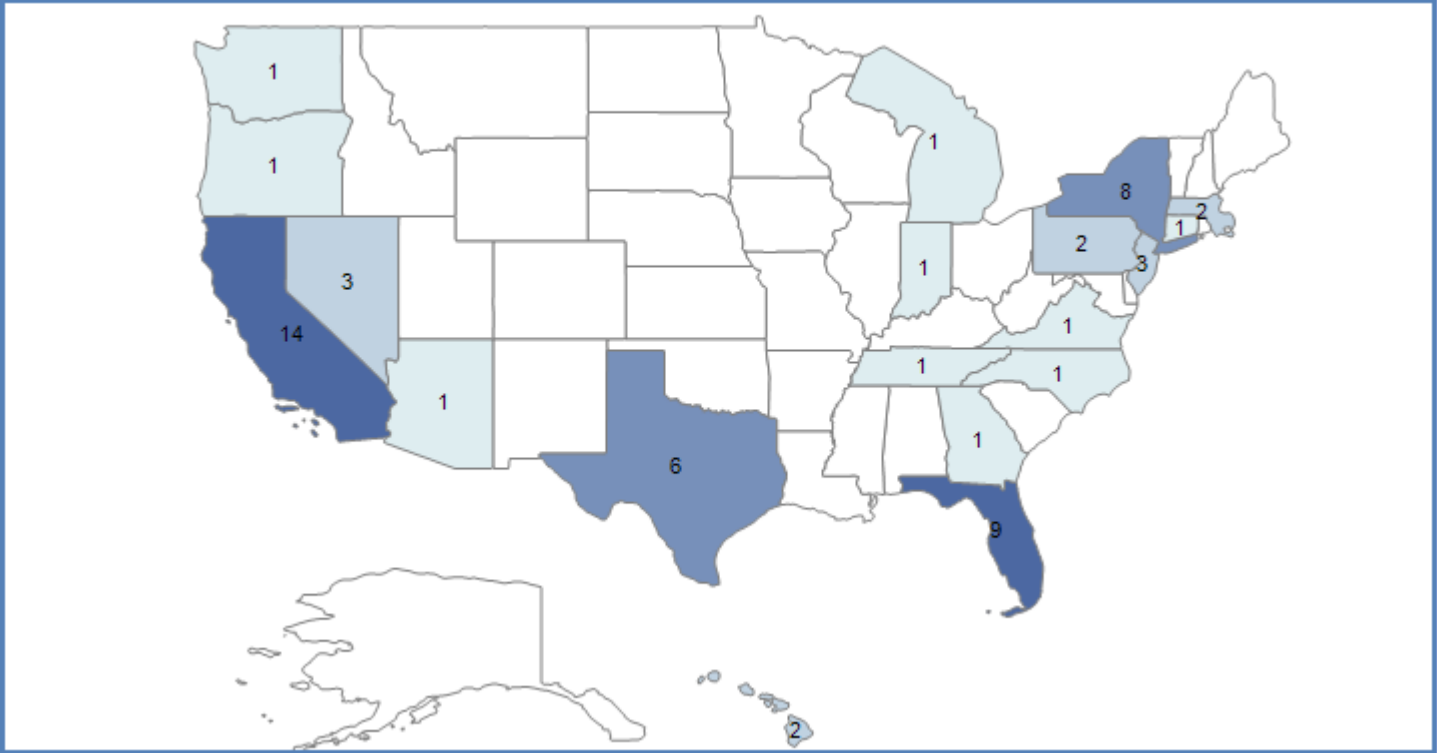
On January 21, 2009, plaintiff Mike Hernandez (Plaintiff) filed an unverified complaint against Old Navy in San Francisco County Superior Court, styled as a putative statewide class action for violation of the California Civil Code section 1747.08. Plaintiff alleged that Old Navy requested and recorded Plaintiff's ZIP code during a purchase transaction at a California Old Navy brand store in which he paid with a credit card after the alleged request. Plaintiff further alleged that Old Navy subsequently used Plaintiff's name and ZIP code to obtain Plaintiff's address. On June 6, 2011 the Heather Robertson v. Old Navy, LLC, The Gap, Inc., et al., Case No. 11-508180 (Robertson Case) and Robin Nelson v. The Gap Inc., et al., Case No. 11-508956 (Nelson Case) was designated complex and deemed related to and coordinated with the lead case Hernandez. Parties have reached a proposed settlement and have agreed that should the Court grant final approval of the proposed Settlement and enter judgment: Class Members will receive \$10 off merchandise voucher, usable at a California Old Navy, Gap Outlet or Banana Republic Factory Store location. Defendants will also not oppose Class Counsel's application for attorneys' fees of up to \$350,000 and costs of up to \$12,000 and Plaintiffs' application for incentive awards of up to a total of \$8,000 (\$4,000 for plaintiff Hernandez, \$2,000 for plaintiff Robertson and \$2,000 for plaintiff Nelson). Class Members of the ZIP code class action settlement include consumers whose personal identification information, including a ZIP code, was requested and recorded by a store employee when they paid with a credit card at the Old Navy brand stores, between January 21, 2008 and September 18, 2014; at Gap Outlet brand stores, between February 14, 2010 and September 18, 2014; and at Banana Republic Factory Store brand stores, between March 4, 2010 and September 18, 2014. On May 6, 2015, the Court gave final approval of the settlement.

## Company Information

### General Information

Company Name	Tory Burch LLC
Address	11 W 19th St Fl 7 New York, NY 10011-4277 <a href="http://www.toryburch.com">www.toryburch.com</a>
Organization Type	Private
Established	N/A
SIC Code	5621
SIC Code Description	Women'S Clothing Stores
Sales (in millions)	\$383.00
Number of Employees	2,500

### Locations and Subsidiaries



### Locations

United States	60
Outside U.S.	5
<b>Total Number of Companies</b>	<b>65</b>

# Client Insight Report

## Leadership

Name	Age	Title	Officer Since
Reepal Shah	N/A	Chief Financial Officer	N/A
Vicki Cantrell	N/A	Chief Financial Officer	N/A
Samantha Gregory	N/A	Vice President	N/A



## Appendix

### Glossary of Terms

**Federal Litigation:** The cases filed against the company in Federal Court. This information comes from LexisNexis

**Large Losses:** In this report, Large Losses are sourced from Advisen's Master Significant Case & Action database (MSCAd) and are matched to the line of coverage being benchmarked.

MSCAd compiles details and statistics on significant large losses, including management liability cases such as securities class actions, auditing and other management malpractice, state and federal government regulatory fines, employment liability cases and errors and omissions litigation. This also includes EEOC settled litigation, ERISA/Fiduciary Duty, Malpractice, Anti-Trust, Fraud, Trade Practices, and Contract Cases.

Advisen's MSCAd is the most comprehensive, accurate source of this data available to the industry. Our information is compiled by a dedicated research team using numerous sources such as Stanford Securities, Federal agencies such as the Department of Justice, the EEOC, and the Securities & Exchange Commission, research tools such as LexisNexis, major law firms and claims administrators, State insurance commissioners and attorneys general, and other sources. The consolidated data is subject to ongoing review and rigorous audit procedures to ensure both accuracy and timeliness.

### About Our Data Sources

Advisen utilizes three external content partners as the primary sources to create and maintain the Advisen Master File database (AMFd), and supplements these sources with regional / industry-focused partners -- McGraw-Hill Financial (CompuSTAT), ThomsonReuters, and Dun & Bradstreet are the primary sources, with ICC, Multex, and AM Best as the supplemental sources.

The Advisen Master File database (AMFd) includes the "core" characteristics on 24mm entities: name, address, latitude/longitude, phone number, web-site, industry / SIC code, annual sales, number of employees, place of incorporation, DUNS #, FEIN #, type (public, private, private formerly public, etc.), status (active/inactive), ultimate parent, and executives/officers/directors.

Furthermore, Advisen conducts primary research and quality assurance testing into the core characteristics for thousands of the entities in the AMFd, specifically those engaged in insurance actions (e.g. subjected to large losses), corporate actions (e.g. M&A, bankruptcy, divestiture, LBO), and those within our client's books-of-business (e.g. up for renewal / about to be underwritten).

Finally, Advisen intersects other company demographics and unique exposures from a number of additional, external content partners such as Dow Jones, Factset, Morningstar, CMA Datavision, and a multitude of government websites such as BLS, OSHA, FDA, and NTSB.