

EXHIBIT A



National Union Fire Insurance Company of Pittsburgh, Pa.®
A capital stock company

PrivateEdge Plus

POLICY NUMBER: 04-840-56-17

REPLACEMENT OF POLICY NUMBER: 03-146-62-68

Management Liability, Professional Liability and Crime Coverage for Private Companies DECLARATIONS - STATE OF CALIFORNIA

NOTICES

[THESE NOTICES ARE APPLICABLE TO ALL COVERAGE SECTIONS OTHER THAN THE CRIME COVERAGE SECTION]

COVERAGE WITHIN THIS POLICY IS GENERALLY LIMITED TO LOSS FROM CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD AND REPORTED TO THE INSURER AS THE POLICY REQUIRES. DEFENSE COSTS REDUCE THE LIMITS OF LIABILITY (AND, THEREFORE, AMOUNTS AVAILABLE TO RESPOND TO SETTLEMENTS AND JUDGMENTS) AND ARE APPLIED AGAINST APPLICABLE RETENTIONS.

THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND UNLESS SUCH COVERAGE IS EXPRESSLY PROVIDED WITHIN A COVERAGE SECTION. WHERE THE INSURER HAS NO DUTY TO DEFEND, IT WILL ADVANCE DEFENSE COSTS, EXCESS OF THE APPLICABLE RETENTION, PURSUANT TO THE TERMS OF THIS POLICY PRIOR TO THE FINAL DISPOSITION OF A CLAIM. PLEASE REFER TO THE COVERAGE SECTIONS PURCHASED FOR DEFENSE RELATED DETAILS.

PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER TO DETERMINE WHAT IS AND WHAT IS NOT COVERED.

ITEMS

1	NAMED ENTITY:	(the "Named Entity")	BCBG MAX AZRIA GROUP, INC.		
		MAILING ADDRESS:	2761 FRUITLAND AVE VERNON, CA 90058-3607		
		STATE OF INCORPORATION/FORMATION:	California		
2	POLICY PERIOD:	Inception Date:	August 1, 2012	Expiration Date:	August 1, 2013
		12:01 A.M. at the address stated in Item 1			

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ITEMS (continued)

3 **COVERAGE SUMMARY**

Liability Coverage Section		Separate Limit of Liability	Shared Limit of Liability	Retention/Deductible*	Continuity/Retroactive Date	Premium
D&O	D&O Coverage Section	Inapplicable	\$15,000,000	\$50,000	Continuity: 09/01/2006	\$28,053
			Shared With: FLI			
EPL	Employment Practices Coverage Section	\$15,000,000	Inapplicable	\$250,000	Continuity: 08/01/2010	\$148,723
FLI	Fiduciary Liability Coverage Section	Inapplicable	\$10,000,000	\$1,000	Continuity: 09/01/2006	\$12,095
			Shared With: D&O			
MPL	Miscellaneous Professional Liability Coverage Section	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased
			Professional Services:			
CCP	Employed Lawyers Coverage Section	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased	Coverage Section Not Purchased
Crime	Crime Coverage Section	See Section 5.	None	See Section 5.	N/A	\$17,046

*With respect to the D&O, EPL, FLI and CCP Coverage Sections only, no Retention amount is applicable to Non-Indemnifiable Loss.

*No Retention is applicable to Costs of Investigation for Company Shareholder Derivative Investigations, Crisis Management Events, Voluntary Compliance Loss and HIPAA Penalties.

N/A

4 **TOTAL PREMIUM \$205,917**

Premium for Certified Acts of Terrorism Coverage under Terrorism Risk Insurance Act 2002: \$1,871 included in policy premium. Any coverage provided for losses caused by an act of terrorism as defined by TRIA (TRIA Losses) may be partially reimbursed by the United States under a formula established by TRIA as follows: 85% of TRIA Losses in excess of the insurer deductible mandated by TRIA, the deductible to be based on a percentage of the insurer's direct earned premiums for the year preceding the act of terrorism. A copy of the TRIA disclosure sent with the original quote is attached hereto.

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ITEMS (continued)

5 CRIME LIMITS OF LIABILITY AND DEDUCTIBLES

Insuring Agreement	Per Occurrence Limit of Liability	Deductible
Insuring Agreement 1.A.: "Employee Theft" Loss	\$1,000,000	\$15,000
Insuring Agreement 1.B.: "Forgery or Alteration" Loss	\$1,000,000	\$15,000
Insuring Agreement 1.C.: "Inside the Premises - Theft of Money or Securities" Loss	\$1,000,000	\$15,000
Insuring Agreement 1.D.: "Inside the Premises - Robbery or Safe Burglary of Other Property" Loss	\$1,000,000	\$15,000
Insuring Agreement 1.E.: "Outside the Premises" Loss	\$1,000,000	\$15,000
Insuring Agreement 1.F.: "Computer Fraud" Loss	\$1,000,000	\$15,000
Insuring Agreement 1.G.: "Funds Transfer Fraud" Loss	\$1,000,000	\$15,000
Insuring Agreement 1.H.: "Money Orders and Counterfeit Paper Currency" Loss	\$1,000,000	\$15,000

If "Not Covered" is inserted above opposite any specific Insuring Agreement, such Insuring Agreement in the Crime Coverage Section and any other reference thereto in this policy is hereby deleted.

CANCELLATION OF PRIOR CRIME INSURANCE: By acceptance of the Crime Coverage Section of this Policy, you give us notice of cancellation for the prior Policy Nos: 031466268. Such cancellation shall be effective at the time the Crime Coverage Section of this Policy becomes effective.

6 OTHER LIMITS OF LIABILITY

(a) POLICY AGGREGATE LIMIT OF LIABILITY (For all coverages, combined other than the Crime Coverage Section):	\$30,000,000
(b) Crisis Management Fund For D&O:	\$25,000
(c) Punitive Damages Sublimit of Liability for D&O and/or EPL Coverage Sections:	
<input type="checkbox"/> D&O Punitive Damages Sublimit of Liability:	\$0
<input type="checkbox"/> EPL Punitive Damages Sublimit of Liability:	\$0
<input type="checkbox"/> Shared Punitive Damages Sublimit of Liability (D&O and EPL):	\$0
<input checked="" type="checkbox"/> No Punitive Damages Sublimit of Liability for D&O or EPL	Full Limit
(d) Costs of Investigation Coverage Sublimit for D&O:	\$250,000
(e) Voluntary Compliance Loss Sublimit of Liability for FLI:	\$100,000
(f) HIPAA Penalties Sublimit of Liability for FLI:	\$100,000

7 DISCOVERY PROVISIONS (Inapplicable to Crime Coverage Section)

(a) Percentage of Full Annual Premium for; 1 Year:	TBD
(b) 2 Years:	TBD
(c) 3 Years:	TBD
(d) 4 Years:	TBD
(e) 5 Years:	TBD
(f) 6 Years:	TBD
(g) Percentage of Full Annual Premium for unlimited duration:	TBD

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ITEMS (continued)

8(a) **NAME AND ADDRESS OF INSURER**

*National Union Fire Insurance Company of Pittsburgh, Pa.
175 Water Street
New York, NY 10038-4969*

This policy is issued only by the insurance company indicated in this Item 8(a).

8(b) **NOTICE OF CLAIMS AND CIRCUMSTANCES SEND TO:**

*Chartis, Financial Lines Claims
P.O. Box 25947
Shawnee Mission, KS 66225*

Reference: *04-840-56-17*

Reference: [Coverage Section]

PRODUCER: *WELLS FARGO INS SERVICES USA INC*
PRODUCER LICENSE NO.: *On File with Carrier*
ADDRESS: *21250 HAWTHORNE BLVD
STE 600
TORRANCE, CA 90503-5519*

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IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative. This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



PRESIDENT



SECRETARY



AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE

DATE

COUNTERSIGNED AT

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