Proposal of Insurance

Inglewood Transit Connector Joint Powers Authority

1 Manchester Blvd
Inglewood, CA 90301

Presented: February 2, 2023
Effective: February 10, 2023

Susan Blankenburg
Area Executive Vice President
Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
License Number - 0726293
595 Market Street
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San Francisco, CA 94105
(415) 546-9300
Susan_Blankenburg@AJG.com
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**Service Team**

Susan Blankenburg has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

<table>
<thead>
<tr>
<th>NAME / TITLE</th>
<th>PHONE / ALT. PHONE</th>
<th>EMAIL</th>
<th>ROLE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Susan Blankenburg</strong></td>
<td>(415) 536-8417</td>
<td><a href="mailto:Susan_Blankenburg@AJG.com">Susan_Blankenburg@AJG.com</a></td>
<td>Team Lead</td>
</tr>
<tr>
<td>Area Executive Vice President</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Julie Chamrad</strong></td>
<td>(415) 536-4011</td>
<td><a href="mailto:Julie_Chamrad@ajg.com">Julie_Chamrad@ajg.com</a></td>
<td>Client Service Executive</td>
</tr>
<tr>
<td>Client Service Executive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Natalie Bates</strong></td>
<td>(949) 349-9856</td>
<td><a href="mailto:Natalie_Bates@ajg.com">Natalie_Bates@ajg.com</a></td>
<td>Client Service Manager</td>
</tr>
<tr>
<td>Client Service Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Tay Gonzalez</strong></td>
<td>(415) 536-4004</td>
<td><a href="mailto:Tay_Gonzalez@ajg.com">Tay_Gonzalez@ajg.com</a></td>
<td>Client Service Associate</td>
</tr>
<tr>
<td>Client Service Associate</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.
Main Office Phone Number: (415) 546-9300
Program Structure
# Named Insured

## Named Insured Schedule:

<table>
<thead>
<tr>
<th>Add / Change / Delete</th>
<th>Named Insured</th>
<th>Automobile</th>
<th>Directors &amp; Officers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Inglewood Transit Connector Joint Powers Authority</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**Note:** Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

<table>
<thead>
<tr>
<th>INSURANCE COMPANY</th>
<th>LINE OF COVERAGE</th>
<th>RESPONSE</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landmark American Insurance Company</td>
<td>Directors &amp; Officers</td>
<td>Quoted three Retention options: Option 1: $100,000 Option 2: $150,000 Option 3: $250,000</td>
<td>$30,250.00 $26,460.00 $21,650.00 plus Taxes and Fees</td>
</tr>
<tr>
<td>Counterpart</td>
<td>Directors &amp; Officers</td>
<td>Declined to provide a Quote due to governmental exposure</td>
<td>N/A</td>
</tr>
<tr>
<td>ERisk</td>
<td>Directors &amp; Officers</td>
<td>Declined to provide a Quote due to governmental exposure</td>
<td>N/A</td>
</tr>
<tr>
<td>IAT</td>
<td>Directors &amp; Officers</td>
<td>Declined to provide a Quote due to governmental exposure</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Program Details

**Coverage:** Directors & Officers  
**Carrier:** Landmark American Insurance Company  
**Policy Period:** TBD to TBD  
**Form Number:** RSG 211009 0121  

**Form Type:**

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>FORM TYPE</th>
<th>RETROACTIVE DATE</th>
<th>PENDING &amp; PRIOR DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors &amp; Officers</td>
<td>Claims Made and Reported</td>
<td>At Inception</td>
<td>At Inception</td>
</tr>
</tbody>
</table>

**Defense Limitations:**

<table>
<thead>
<tr>
<th>COVERAGE TYPE</th>
<th>DEFENSE COST DOLLAR LIMIT</th>
<th>DEFENSE LIMIT</th>
<th>DEFENSE COST TYPE / COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors and Officers</td>
<td>Applies</td>
<td></td>
<td>Within Policy Limits (expenses erode policy limit)</td>
</tr>
</tbody>
</table>

**Coverage:**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>LIMIT TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Limit of Liability for All Coverage Sections</td>
<td>Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Directors and Officers</td>
<td>Limit</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Deductibles / Self-Insured Retention**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>COVERAGE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retention</td>
<td>Insuring Agreement B</td>
<td>$100,000</td>
</tr>
<tr>
<td>Retention</td>
<td>Insuring Agreement C</td>
<td>$100,000</td>
</tr>
<tr>
<td>Self-Insured Retention</td>
<td>Defense of Non-Monetary Damages</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

**Retention Options**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Premium</th>
<th>Taxes and Fees</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150,000 Insuring Agreement B and C; Defense of Non-Monetary Damages</td>
<td>$26,460.00</td>
<td>$1,109.95</td>
<td>$27,569.65</td>
</tr>
<tr>
<td>$250,000 Insuring Agreement B and C; Defense of Non-Monetary Damages</td>
<td>$21,650.00</td>
<td>$953.63</td>
<td>$22,603.63</td>
</tr>
</tbody>
</table>

**Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:**

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>CONTINUITY DATE</th>
<th>LIMITS</th>
<th>CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors And Officers</td>
<td>--</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Claims Made Coverage:**  
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 30 days of the expiration date. The cost of this extended reporting period is 75% of the full annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be
reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

**Definition of Claim:**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Claim, either in the singular or the plural, means:</td>
</tr>
<tr>
<td>1. A written demand for monetary or non-monetary relief;</td>
</tr>
<tr>
<td>2. A civil, criminal, administrative, regulatory or arbitration proceeding, or arbitration demand for monetary or non-monetary relief which is commenced by:</td>
</tr>
<tr>
<td>a. Receipt or service of a complaint or similar pleading;</td>
</tr>
<tr>
<td>b. Return of an indictment or filing of information; or</td>
</tr>
<tr>
<td>c. Receipt of a notice of charges;</td>
</tr>
<tr>
<td>3. A written request to an Insured to toll or waive a statute of limitations regarding a potential Claim, commenced by the receipt of such request by the Insured.</td>
</tr>
</tbody>
</table>

**Incident or Claim Reporting Provision:**

<table>
<thead>
<tr>
<th>REPORTING CONDITION TYPE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Refer to attached policy form</td>
</tr>
</tbody>
</table>

**Run Off Provisions:**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PREMIUM AMOUNT</th>
<th>PREMIUM DUE DATE</th>
<th>LENGTH</th>
<th>% OF EXPIRING PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Refer to attached policy form</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

**Additional Coverage:**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>LIMIT TYPE</th>
<th>AMOUNT</th>
<th>BASIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defense of Non-Monetary Damages</td>
<td>Sublimit</td>
<td>$50,000/ $150,000</td>
<td>Per Claim/ Aggregate</td>
</tr>
</tbody>
</table>

**Endorsements include, but are not limited to:**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Policy Terms and Conditions Coverage Section-Non-Profit - RSG 211003 0121</td>
</tr>
<tr>
<td>Directors and Officers Liability Coverage Section-Non-Profit - RSG 211009 0121</td>
</tr>
<tr>
<td>California Surplus Lines Disclosure Notice - RSG 99019 0120</td>
</tr>
<tr>
<td>California-Service Of Suit - RSG 202199 0322</td>
</tr>
<tr>
<td>Cap on Losses From Certified Acts of Terrorism - RSG 204198 0118</td>
</tr>
<tr>
<td>Coverage Extension-Public Officials - RSG 214038 0118</td>
</tr>
<tr>
<td>Disclosure Pursuant to Terrorism Risk Insurance Act - RSG 204123 0121</td>
</tr>
<tr>
<td>Exclusion-Amended Bodily Injury and Property Damage - RSG 206118 0119</td>
</tr>
<tr>
<td>Sublimit-Defense of Non-Monetary Damages - RSG 204113 0118</td>
</tr>
<tr>
<td>Three (3) Year Bilateral Extended Reporting Period - RSG 207002 0118</td>
</tr>
</tbody>
</table>
Exclusions include, but are not limited to:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Exclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biometric Privacy Claims</td>
<td>RSG 206125 0120</td>
</tr>
<tr>
<td>Intellectual Property</td>
<td>RSG 206063 0118</td>
</tr>
<tr>
<td>Network Security and Privacy Information</td>
<td>RSG 206126 1120</td>
</tr>
<tr>
<td>Sexual Abuse and Sexual Misconduct</td>
<td>RSG 206135 0722</td>
</tr>
<tr>
<td>Specific Entities and Individuals - City of Inglewood; Los Angeles County Metropolitan Transportation Authority</td>
<td>RSG 206114 0118</td>
</tr>
</tbody>
</table>

Binding Requirements:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Subject to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>D-1 (Effective January 1, 2020)</td>
<td></td>
</tr>
<tr>
<td>Diligent Search Report</td>
<td></td>
</tr>
<tr>
<td>Per RSUI ERisk Application will be accepted Signed and currently Dated by the President or CEO - Due at Binding</td>
<td></td>
</tr>
</tbody>
</table>

Other Significant Terms and Conditions/Restrictions:

Prior and/or Pending Litigation Date: To Be Determined

<table>
<thead>
<tr>
<th>Description</th>
<th>$30,250.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Premium</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>$907.50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus Lines Tax</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>$75.63</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stamping Office Fee</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>$983.13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Taxes</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>$250.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broker Fee</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>$250.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Fees</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>$31,483.13</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESTIMATED PROGRAM COST</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)</td>
<td></td>
</tr>
</tbody>
</table>

Subject to Audit: Not Auditable
### Premium Summary

The estimated program cost for the options are outlined in the following table:

<table>
<thead>
<tr>
<th>LINE OF COVERAGE</th>
<th>PROPOSED PROGRAM</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors &amp; Officers</td>
<td>Premium</td>
<td>$30,250.00*</td>
</tr>
<tr>
<td></td>
<td>Taxes</td>
<td>$983.13</td>
</tr>
<tr>
<td></td>
<td>Total Fees</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>Estimated Cost</td>
<td>$31,483.13</td>
</tr>
<tr>
<td></td>
<td>Annualized Cost</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>TRIA Premium</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Estimated Program Cost</td>
<td></td>
<td>$31,483.13</td>
</tr>
</tbody>
</table>

Quote from Landmark American Insurance Company (Allegheny Corporation) is valid until 02/20/2023

*Reflects premium for Retention Option 1: $100,000

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:
- Automobile
- Directors & Officers

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

This proposal of insurance features insurance policies which contain cancellation provisions to refund premium other than on a pro-rata basis for such occurrences including but not limited to non-payment of premium (short rate penalty provisions). At your request, we can detail the terms of such cancellation provisions.
Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve capital and cash flow management by spreading out premium payments over the policy period.
- Allows for consolidation of multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated ACH options and flexible payment terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.
## Payment Plans

<table>
<thead>
<tr>
<th>CARRIER / PAYABLE CARRIER</th>
<th>LINE OF COVERAGE</th>
<th>PAYMENT SCHEDULE</th>
<th>PAYMENT METHOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landmark American Insurance Company (Allegheny Corporation)</td>
<td>Directors &amp; Officers</td>
<td>All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated.</td>
<td>Agency Bill</td>
</tr>
</tbody>
</table>
Carrier Ratings and Admitted Status

<table>
<thead>
<tr>
<th>PROPOSED INSURANCE COMPANIES</th>
<th>A.M. BEST’S RATING &amp; FINANCIAL SIZE CATEGORY *</th>
<th>ADMITTED/NON-ADMITTED **</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landmark American Insurance Company</td>
<td>A+ XIV</td>
<td>Non-Admitted</td>
</tr>
</tbody>
</table>

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best’s Financial Strength Rating is an independent opinion of an insurer’s financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company’s financial strength and ability to meet its obligations to policyholders. Best’s Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best’s Credit Ratings™ and Guide to Best’s Credit Ratings, visit the A.M. Best website at http://www.ambest.com/ratings.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.
Proposal Disclosures
Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@aig.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers’ aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate “Stand Alone” terrorism policy be purchased to satisfy those obligations.
Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these “Terms”) govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the “CAB”) included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher’s assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects’ rights, as applicable. To the extent applicable under associated data protection laws, you are a “business” or “controller” and Gallagher is a “service provider” or “data processor.” You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher’s Privacy Policy located at https://www.aig.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we’d like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher’s services or the relationship governed by this Proposal (“Dispute”), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice (“Notice”) of the claim to the other party and to the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys’ fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years’ experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all
other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

**Miscellaneous Terms**

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.
Client Signature Requirements
Client Authorization to Bind Coverage

After careful consideration of Gallagher’s proposal dated 2/2/2023, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

<table>
<thead>
<tr>
<th>COVERAGE/CARRIER</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Accept ☐ Reject</td>
<td>Directors &amp; Officers</td>
</tr>
<tr>
<td>☐ Accept ☐ Reject</td>
<td>Landmark American Insurance Company</td>
</tr>
<tr>
<td>☐ Accept ☐ Reject</td>
<td>Option 1: $100,000 Retention</td>
</tr>
<tr>
<td>☐ Accept ☐ Reject</td>
<td>Option 2: $150,000 Retention</td>
</tr>
<tr>
<td>☐ Accept ☐ Reject</td>
<td>Option 3: $250,000 Retention</td>
</tr>
<tr>
<td>☐ Accept ☐ Reject</td>
<td>TRIA</td>
</tr>
</tbody>
</table>

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher’s Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher’s liability to you arising from any of Gallagher’s acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher’s services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher’s Privacy Policy located at https://www.aig.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or
provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: ________________________________

Print Name (Specify Title)

_______________________________

Company

_______________________________

Signature

Date: ________________________________
IMPORTANT NOTICE:

1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.
6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC’s International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.

7. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker’s fee charged for this insurance will be returned to you.

Date: __________________________

Insured: _______________________

D-1 (Effective January 1, 2020)
Appendix
## Bindable Quotations & Compensation Disclosure Schedule

**Client Name:** Inglewood Transit Connector Joint Powers Authority

<table>
<thead>
<tr>
<th>COVERAGE(S)</th>
<th>CARRIER NAME(S)</th>
<th>WHOLESALER, MGA, OR INTERMEDIARY NAME</th>
<th>EST. ANNUAL PREMIUM</th>
<th>COMM.% OR FEE</th>
<th>GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors &amp; Officers</td>
<td>Landmark American Insurance Company (Allegheny Corporation)</td>
<td>Risk Placement Services</td>
<td>$30,250.00</td>
<td>13.3 %</td>
<td>6.7 % + $250.00</td>
</tr>
</tbody>
</table>

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving 13.3% commission on the Directors and Officers Liability. The fee due Gallagher will be reduced by the amount of the commissions received.
## Binding Requirements

<table>
<thead>
<tr>
<th>Coverage (Issuing Carrier)</th>
<th>Binding Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Directors &amp; Officers</strong></td>
<td>Subject to:</td>
</tr>
<tr>
<td>Landmark American Insurance Company</td>
<td>-D-1 (Effective January 1, 2020)</td>
</tr>
<tr>
<td></td>
<td>-Diligent Search Report</td>
</tr>
<tr>
<td></td>
<td>-Per RSUI ERisk Application will be accepted Signed and currently Dated by the President or CEO - Due at Binding</td>
</tr>
</tbody>
</table>
**Claims Reporting By Policy**

**Immediately report all claims.** Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer’s policy requirements.

If you are using a third party administrator (“TPA”), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

**Reporting Direct to Carrier [Only When Applicable]**

<table>
<thead>
<tr>
<th>COVERAGE(S): Directors &amp; Officers</th>
<th>IMMEDIATELY REPORT CLAIMS DIRECTLY TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurer: Landmark American Insurance Company</td>
<td></td>
</tr>
<tr>
<td>Policy Term: 9/28/2022 to 9/28/2023</td>
<td>Insurer/TPA Name: Landmark American Insurance Company</td>
</tr>
<tr>
<td></td>
<td>Phone: 404-231-2366</td>
</tr>
<tr>
<td></td>
<td>Fax: 404-231-3755</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:reportclaims@rsui.com">reportclaims@rsui.com</a></td>
</tr>
<tr>
<td></td>
<td>Web: <a href="https://www.rsui.com/Pages/Claims.aspx">https://www.rsui.com/Pages/Claims.aspx</a></td>
</tr>
</tbody>
</table>

**Reporting to Gallagher or Assistance in Reporting**

<table>
<thead>
<tr>
<th>COVERAGE(S): Gallagher Claim Center</th>
<th>IMMEDIATELY REPORT CLAIMS DIRECTLY TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number:</td>
<td>Phone: 855-497-0578</td>
</tr>
<tr>
<td>Policy Term:</td>
<td>Fax: 225-663-3224</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a></td>
</tr>
</tbody>
</table>
Appended Documents
Insurance Quote

Dear: Julie Chamrad, AJG - San Francisco (Charity First)

Attached please find Carrier quotation RPS has secured on your behalf for the below mentioned risk. Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

Insured: Inglewood Transit Connector Joint Powers Authority

Mailing Address: 1 Manchester Blvd, Inglewood, CA 90301

Physical Address: 1 Manchester Blvd, Inglewood, CA 90301

Carrier: Landmark American Insurance Company / Non-Admitted

AM Best Rating: A+ XIV

Policy Period: 9/28/2022 to 9/28/2023

Coverage: Directors & Officers - For Profit

TIV: per Carrier terms attached

Limit: per Carrier terms attached

Rate: per Carrier terms attached

Policy Premium: $30,250.00

Fees (fully earned): Broker Fee - RPS $250.00

Taxes: $907.50

Surplus Lines Tax

$75.63

Stamping Office Fee

Home State: CA

TOTAL: $31,483.13

THE PREMIUM ABOVE DOES NOT INCLUDE TERRORISM COVERAGE. IF THE INSURED ELECTS TO PURCHASE TERRORISM COVERAGE THE ADDITIONAL PREMIUM WILL BE PLUS TAX OF .

Commission: 13.3%

Gross Commission: 20%

Minimum Earned Premium:

Conditions/Subjectivities: per Carrier terms attached

Terms & Conditions are per attached carrier quote

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
• Insurance companies will not approve binding until all subjectivities (except inspections) have been received and accepted.

• This document is a representation of the Carrier’s quotation and is subject to all premiums, limits, terms, conditions and exclusions as set forth by the carrier.

• If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured at time of Binding. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.

• You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.

• All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.

• By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.

Please advise in writing if you would like to bind coverage per the attached terms and conditions. Should you have any questions please give us a call. Thank you for the opportunity to work on your business!

Sincerely,
Tim Foody
Risk Placement Services, Inc. - Executive Lines
Phone: (312) 803-6290
Email: Tim_Foody@rpsins.com
October 20, 2022
Risk Placement Services
1315 19th Ave NW
Clinton, IA 52732

Attention: TIM FOODY

RE: Directors and Officers Liability Indication

Submission Number: 510482
Company: Landmark American Insurance Company - Non-Admitted
(A.M. Best rating: A+ XIV and S&P rating: A+)
Insured: Inglewood Transit Connector Joint Powers Authority
Inglewood, CA
Policy Dates: TBD

COVERAGE SECTIONS:

<table>
<thead>
<tr>
<th>Coverage Section</th>
<th>Purchased</th>
<th>Shared Limit</th>
<th>Separate Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors and Officers Liability Insurance</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Employment Practices Liability Insurance</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>1) Third Party Liability Coverage</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Fiduciary Liability Insurance</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

AGGREGATE LIMIT OF LIABILITY
Aggregate Limit of Liability for All Coverage Sections $1,000,000

PREMIUM:
Total Premium for All Coverage Sections $30,250.00

DIRECTORS AND OFFICERS LIABILITY COVERAGE:
Directors and Officers Limit of Liability $1,000,000
1) Additional Side-A Limit of Liability $Not Applicable

Retentions
1) Insuring Agreement A $0
2) Insuring Agreement B $100,000
3) Insuring Agreement C $100,000
Prior and/or Pending Litigation Date To Be Determined

EMPLOYMENT PRACTICES LIABILITY COVERAGE: NOT INCLUDED
FIDUCIARY LIABILITY COVERAGE: NOT INCLUDED

Policy Attachments

COVERAGE FORMS
• RSG 211003 0121 Common Policy Terms and Conditions Coverage Section-Non-Profit
• RSG 211009 0121 Directors and Officers Liability Coverage Section-Non-Profit

OTHER FORMS
• RSG 99019 0120 California Surplus Lines Disclosure Notice
• RSG 202199 0322 California-Service Of Suit
• RSG 204198 0118 Cap on Losses From Certified Acts of Terrorism
• RSG 214038 0118 Coverage Extension-Public Officials
• RSG 204123 0121 Disclosure Pursuant to Terrorism Risk Insurance Act
• RSG 206118 0119 Exclusion-Amended Bodily Injury and Property Damage
• RSG 206125 0120 Exclusion-Biometric Privacy Claims
• RSG 206063 0118 Exclusion-Intellectual Property
• RSG 206126 1120 Exclusion-Network Security and Privacy Information
• RSG 206135 0722 Exclusion-Sexual Abuse and Sexual Misconduct
• RSG 206114 0118 Exclusion-Specific Entities and Individuals - City of Inglewood; Los Angeles County Metropolitan Tranportation Authority
• RSG 204113 0118 Sublimit-Defense of Non-Monetary Damages - $50,000 per Claim / $150,000 Aggregate / $100,000 SIR
• RSG 207002 0118 Three (3) Year Bilateral Extended Reporting Period - 1 yr (75%), 2 yrs (125%), 3 yrs (150%); 30 days

Additional Information Required
1. An acceptable RSUI main form Management Liability application signed and dated by the President or CEO - DUE AT BINDING
Premium Amount

Gross Premium: $30,250.00
Commission: $6,050.00  Comm%20.00
Net Due: $24,200.00

Comments:
This quotation for coverage is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy. It is subject to modification or withdrawal by the Company if any new, corrected or updated information becomes known which relates to any proposed Insured’s claims history or risk exposure or which could otherwise change the underwriting evaluation of any proposed Insured, and the Company, in its sole discretion, determines that the terms of this quotation are no longer appropriate.

THE PREMIUM AMOUNT DOES NOT INCLUDE SURPLUS LINES TAX.
YOUR OFFICE IS RESPONSIBLE FOR THE COLLECTION AND FILINGS.

Based on the insured mailing address we have tentatively identified the Home State as CA. If there are no exposures in CA we will identify the state with the largest exposure as the Home State.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Indication is valid for 30 days from 10/20/2022.

We greatly appreciate your business.

Katie Wyman
OFFER OF TERRORISM COVERAGE

In accordance with the Terrorism Risk Insurance Act, we are required to offer the insured coverage for losses resulting from an act of terrorism, not otherwise excluded by this policy and as covered by the Terrorism Risk Insurance Act. All other policy provisions will apply to coverage for such act of terrorism. The insured must choose whether or not to pay the premium described below under DISCLOSURE OF PREMIUM for coverage for acts of terrorism that are certified by the Secretary of the Treasury as covered acts under the Terrorism Risk Insurance Act, or not to pay the premium, and reject this offer of coverage at the time of binding.

In any case, if the insured rejects terrorism coverage in any scheduled underlying policy, this policy is written to exclude terrorism.

If the premium shown in the DISCLOSURE OF PREMIUM is not collected and the insured does not reject coverage for terrorism this policy will be issued excluding acts of terrorism.

DISCLOSURE OF PREMIUM

If you accept this offer, the portion of your premium for the policy term attributable to coverage for all acts of terrorism covered under this policy including terrorist acts certified under the Act is $0___________.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceed the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

CAP INSURER PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and the Insurer has met our Insurer deductible under the Terrorism Risk Insurance Act, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
COMMON POLICY TERMS AND CONDITIONS
COVERAGE SECTION (NON-PROFIT)
PLEASE READ YOUR POLICY CAREFULLY

Words and phrases that appear in bold text have special meaning. Refer to SECTION III. - DEFINITIONS.

In consideration of the payment of premium and in reliance upon all statements made to the Insurer in the Application, and subject to the terms, conditions, definitions, exclusions and limitations hereinafter provided, the Insurer agrees:

SECTION I. - COMMON POLICY TERMS AND CONDITIONS

The Common Policy Terms and Conditions Section of this policy shall apply to all Coverage Sections. Unless stated to the contrary in any Coverage Section, the terms and conditions of each Coverage Section of this policy shall apply only to that Coverage Section and shall not apply to any other Coverage Section of this policy. If any provision in the Common Policy Terms and Conditions sections is inconsistent or in conflict with the terms and conditions in any Coverage Section, including any endorsements attached thereto, the terms and conditions of such Coverage Section or endorsement, shall supersede for the purposes of that Coverage Section.

SECTION II. - COVERAGE EXTENSIONS

A. Marital Estate

This policy shall cover Loss arising from any Claim made against the lawful spouse or any legally recognized domestic partner of an Insured Person for Claims arising solely out of his or her status as the spouse or domestic partner of an Insured Person (where such status is derived by reason of statutory law or common law) where such Insured Person is entitled to coverage under this policy. Such coverage shall extend to any Claim in which a recovery is sought from marital community property, property jointly held by the Insured Person and the spouse or domestic partner, or property transferred from the Insured Person to the spouse or domestic partner.

Provided, however, that this COVERAGE EXTENSION shall not extend coverage to any Claim for, arising from, based upon or attributable to any actual or alleged Wrongful Act of the spouse or domestic partner.

B. Extended Reporting Period

If the Insurer shall refuse to renew this policy or the Insured Organization shall cancel or refuse to renew this policy, the Insured Organization shall have the right, upon payment of seventy five percent (75%) of the Full Annual Premium, to a period of three hundred and sixty five (365) days following the effective date of such cancellation or nonrenewal (herein referred to as the “Extended Reporting Period”) in which to give written notice to the Insurer of any Claim first made against the Insured during said three hundred and sixty five (365) day period for any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy. As used herein, “Full Annual Premium” means the premium stated in Item 5. of the Common Policy Declarations Page and any additional premium(s) charged during the Policy Period. The rights contained in this clause shall terminate unless written notice of such election together with the additional premium due is received by the Insurer at its address shown on the Declarations Page within thirty (30) days of the effective date of cancellation or nonrenewal.

The Extended Reporting Period is not cancelable and the additional premium charged shall be fully earned at the inception of the Extended Reporting Period.

The Limit of Liability available under the Extended Reporting Period is part of and not in addition to the Limit of Liability stated in Item 4. of the Declarations Page.

The rights contained in this clause shall not apply in the event of cancellation resulting from non-payment of premium.

C. Estates and Legal Representatives

This policy shall cover Loss arising from any Claim made against the estates, heirs, legal representatives or assigns of an Insured Person who is deceased, or against the legal representatives or assigns of an Insured Person who is incompetent, insolvent or bankrupt, for the Wrongful Act of such Insured Person.
SECTION III. – DEFINITIONS

A. **Application** means the application attached to and forming a part of this policy, including any materials submitted or requested in connection with such application within 12 months prior to the inception date of this policy, all of which are deemed a part of this policy.

B. **Claim** shall have the meaning set forth in each applicable **Coverage Section** or any applicable endorsements attached to this policy.

C. **Coverage Section** means, individually or collectively, the purchased coverage sections listed in Item 3. of the Declarations, including all endorsements attached thereto.

D. **Defense Expenses** means reasonable and necessary legal fees and expenses incurred, with the Insurer’s consent, by any Insured in defense of a Claim, including any appeal therefrom. **Defense Expenses**, however, shall not include:
   1. Remuneration, overhead or benefit expenses associated with any Insured Person; or
   2. Any obligation to apply for or furnish any appellate or similar bond.

E. **Employment Practices Wrongful Act** shall have the meaning set forth in the Employment Practices Liability Coverage Section, whether or not purchased.

F. **Fiduciary Wrongful Act** shall have the meaning set forth in the Fiduciary Liability Coverage Section, whether or not purchased.

G. **Insured** shall have the meaning set forth in each applicable **Coverage Section** or any applicable endorsements attached to this policy.

H. **Insured Organization** means:
   1. The organization named in Item 1. of the Declarations Page and any Subsidiary existing prior to or at the inception date of this policy; or
   2. Subject to SECTION V. - CONDITIONS, G. Merger, Consolidation or Acquisition of this policy, **Insured Organization** shall include any Subsidiary created or acquired after the inception date of this policy; or
   3. In the event a bankruptcy proceeding shall be instituted by or against the foregoing entities, the resulting debtor-in-possession (or equivalent status outside the United States), if any.

I. **Insured Person** shall have the meaning set forth in each applicable **Coverage Section** or any applicable endorsements attached to this policy.

J. **Insurer** means the Company providing this insurance as shown on the Declarations Page.

K. **Loss** shall have the meaning set forth in each applicable **Coverage Section** or any applicable endorsements attached to this policy.

L. **Policy Period** means the period beginning at the inception date and ending at the expiration date stated in Item 2. of the Declarations Page or to any earlier policy cancellation or termination date.

M. **Subsidiary** means any entity of which the Insured Organization, either directly or indirectly, or through one or more of its Subsidiaries:
   1. Owns more than fifty percent (50%) of the voting interest; or
   2. Has the right to elect or appoint more than fifty percent (50%) of the voting directors or trustees.

   A Subsidiary ceases to be a Subsidiary when the Insured Organization no longer owns more than fifty percent (50%) of the voting interest, or no longer has the right to elect or appoint more than fifty percent (50%) of the voting directors, or trustees, either directly or indirectly, or through one or more of its Subsidiaries.

N. **Third Party Discrimination** shall have the meaning set forth in the Employment Practices Liability Coverage Section, whether or not purchased.

O. **Third Party Harassment** shall have the meaning set forth in the Employment Practices Liability Coverage Section, whether or not purchased.

P. **Wrongful Act** shall have the meaning set forth in each applicable **Coverage Section** or any applicable endorsements attached to this policy.
SECTION IV. - EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

1. Alleging, arising out of, based upon or attributable to, directly or indirectly, the same or essentially the same facts underlying or alleged in any matter which, prior to the inception date of this policy, has been the subject of notice to any insurer of a **Claim**, or a potential or threatened **Claim**, or an occurrence or circumstance that might give rise to a **Claim** under any policy of which this insurance is a renewal or replacement or which it may succeed in time;

2. Based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any nuclear reaction, nuclear radiation, or radioactive contamination, or any related act or incident;

3. Any **Telecommunications Claim**, as defined below.

A **Telecommunications Claim** is any **Claim**:

a. Arising from, based upon, attributable to, or in consequence of any proceeding against any **Insured** brought by the Federal Trade Commission or any other federal, state or local regulatory agency or other administrative body alleging the violation of any federal, state or local laws or regulation pertaining to unsolicited or non-consensual advertising, through faxes, telephone calls, texting or any other medium; and/or

b. Arising from, based upon, attributable to, or in consequence of, any actual or alleged violation of:

   (1) The Fair Debt Collection Practices Act or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state or local statutory law or common law anywhere in the world;

   (2) The CAN-SPAM Act of 2003 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state or local statutory law or common law anywhere in the world;

   (3) The Telephone Consumer Protection Act (TCPA) of 1991 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state or local statutory law or common law anywhere in the world; or

   (4) Any other law, ordinance, regulation, statute or common law relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices.

The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of the EXCLUSIONS set forth in SECTION IV.

SECTION V. - CONDITIONS

A. **Duty to Defend**

It shall be the right and duty of the **Insurer** to defend any **Claim** against any **Insured** for which coverage applies under this policy, and the **Insurer** shall have the right to appoint counsel of its choosing. No **Insured** may incur any **Defense Expenses**, admit liability for or settle any **Claim** or negotiate any settlement without the **Insurer**'s prior written consent; such consent not to be unreasonably withheld. Any **Defense Expenses** incurred or settlements made without the prior written consent of the **Insurer** will not be covered under this policy. The **Insurer** shall have the right to appoint counsel, investigate and conduct negotiations and, with the consent of the **Insured**, to enter into the settlement of any **Claim** that the **Insurer** deems appropriate. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with the **Insurer**'s recommendations, the **Insurer**'s liability for all **Loss** on account of such **Claim** shall not exceed:

1. The amount for which the **Insurer** could have settled such **Claim** plus **Defense Expenses** incurred as of the date such settlement was proposed in writing by the **Insurer** (“Settlement Opportunity Amount”); plus

2. Seventy percent (70%) of covered **Loss** in excess of such Settlement Opportunity Amount subject to the policy’s Limit of Liability.

In no event shall the **Insurer** be liable under this policy for more than the Limit of Liability shown in Item 4. of the Common Policy Declarations Page.
B. Limit of Liability; Retention; Payment of Loss

1. Aggregate Limit of Liability
   Regardless of Coverage Sections purchased, as stated in Item 3. of the Common Policy Declarations Page, the amount shown in Item 4. of the Common Policy Declarations Page is the maximum aggregate limit that the Insurer will pay for all Loss under all Coverage Sections combined, arising out of any and all Claims first made against the Insured during the Policy Period and the Extended Reporting Period (if purchased) and reported in accordance with the terms and conditions of this policy.

   The Insurer will have no obligation to pay Loss or to defend or continue to defend any Claim after the aggregate Limit of Liability, stated in Item 4. of the Common Policy Declarations Page, has been exhausted by payment of Loss. Defense Expenses shall be part of and not in addition to the Limit of Liability and payment of Defense Expenses by the Insurer will reduce the Limit of Liability.

2. Separate Limit of Liability
   Regardless of any Separate Limit(s) of Liability purchased, as stated in Item 3. of the Common Policy Declarations, the maximum limit of the Insurer's liability for all Loss for each applicable Coverage Section purchased shall not exceed the Separate Limit of Liability as stated in Item 2. of each applicable Declarations for each applicable Coverage Section. Where two or more Separate Limits of Liability are or could be applicable to one Claim or series of interrelated Claims deemed to be a single Claim pursuant to Section V.B.4. below, the larger of the applicable Separate Limits of Liability shall apply, but in no event shall more than one Separate Limit of Liability apply to any Claim or series of interrelated Claims and in no event shall the Insurer be obligated to pay Loss or to defend or continue to defend any Claim after the Insurer has paid the applicable Separate Limit of Liability or the Aggregate Limit of Liability per Section V.B.1. of these Common Policy Terms and Conditions.

3. As a condition precedent to coverage under this policy, the Insured shall pay with respect to each Claim the applicable Retention amount, as identified in Item 3. of the Declarations Page for each applicable Coverage Section or as otherwise identified. The Retention amount shall be reduced solely by covered Loss and shall be applied to all Loss, including Defense Expenses, and the Insurer shall only be liable for the amount of Loss that is excess of the stated Retention amount.

4. All Claims based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events, or the same or related series of facts, circumstances, situations, transactions or events, shall be deemed to be a single Claim for all purposes under this policy, shall be subject to the Retention stated in Item 3. of the Declarations Page for each applicable Coverage Section, or other applicable Retention, and shall be deemed first made when the earliest of such Claims is first made, regardless of whether such date is before or during the Policy Period.

5. In the event that a Claim implicates more than one Retention amount, then the largest of the applicable Retention amounts shall be applied, but in no event shall more than one Retention amount be applied to a Claim.

6. Any Retention amount applicable to a Claim against an Insured Person shall apply where indemnification by the Insured Organization is permitted or required, regardless of whether the Insured Organization has agreed, failed or refused to indemnify such Insured Person, provided it shall not apply when indemnification cannot be made by the Insured Organization by reason of the Insured Organization's financial insolvency.

7. The Insurer's duty to defend the Insured and pay Defense Expenses ends upon exhaustion of the Limit of Liability, which includes paying or tendering the Limit of Liability into court.

8. Except for payment of Defense Expenses, the Insurer shall pay for Loss only upon final disposition of any Claim.

C. Notice of Claim or Circumstance

1. If, during the Policy Period or Extended Reporting Period (if applicable), any Claim is first made, it shall be a condition precedent to the Insurer's obligation to pay, that the Insured give written notice of such Claim to the Insurer as soon as practicable after such Claim is first made, but in no event shall such notice be given later than sixty (60) days after either the Policy Period expires or any earlier cancellation date of this policy.
2. If, during the Policy Period or Extended Reporting Period (if applicable), any Insured first becomes aware of any facts or circumstances which may reasonably be expected to give rise to a Claim against any Insured for any Claim made against the Insured for any Wrongful Act occurring prior to the end of the Policy Period, and as soon as practicable thereafter, but before the expiration date or any earlier cancellation date of this policy, gives to the Insurer written notice, of such facts or circumstances along with the full particulars described below, then any Claim subsequently made against any Insured arising out of such facts or circumstances will be deemed first made during the Policy Period. The written notice shall include, at a minimum:

a. The names or identity of the potential claimants and a detailed description of the specific alleged Wrongful Act; and

b. The circumstances by which the Insured first became aware of the specific alleged Wrongful Act.

Further, if any Claim first made after the Policy Period expires is nonetheless deemed to be made during the Policy Period pursuant to Section V.B.4., then it is a condition precedent to coverage for such Claim that the Insured report it to the Insurer as soon as practicable.

D. Cooperation

In the event of a Claim or notice of circumstances under SECTION V. - CONDITIONS, C. Notice of Claim or Circumstance of this policy, the Insured will provide the Insurer with all information, assistance and cooperation that the Insurer reasonably requests, and will take no action, without the Insurer’s prior written consent, that might prejudice the Insured’s or the Insurer’s position, potential or actual rights, or defense under this policy.

E. Allocation

If both Loss covered under this policy and loss not covered under this policy are jointly incurred either because a Claim includes both covered and non-covered matters or covered and non-covered causes of action or because a Claim is made against both an Insured and any other parties not insured by this policy, then the Insured and the Insurer shall use their best efforts to fairly and reasonably allocate payment under this policy between covered Loss and non-covered loss based on the relative legal exposures of the parties with respect to covered and non-covered matters or covered and non-covered causes of action.

If the Insurer and the Insured agree on an allocation of Defense Expenses, based on covered and non-covered matters or persons, the Insurer shall advance Defense Expenses allocated to covered Loss. If there is no agreement on an allocation of Defense Expenses, the Insurer shall advance Defense Expenses that the Insurer believes to be covered under this policy until a different allocation is negotiated, arbitrated, or judicially determined.

Any negotiated, arbitrated or judicially determined allocation of Defense Expenses on account of a Claim shall be applied retroactively to all Defense Expenses on account of such Claim, notwithstanding any prior advancement to the contrary. Any advancement or allocation of Defense Expenses on account of a Claim shall not apply to or create any presumption with respect to the allocation of other loss on account of such Claim.

F. Cancellation; Renewal Provision

The Insured Organization may cancel this policy at any time by written notice or by surrender of this policy to the Insurer at its address shown on the Declarations Page.

This policy may only be cancelled by or on behalf of the Insurer in the event the Insured Organization fails to pay any premium when due. In the event of non-payment of premium by the Insured Organization, the Insurer may cancel this policy upon ten (10) days written notice. The Insurer will mail notice to the Insured Organization’s address as shown in Item 1. of the Declarations Page. The mailing of such notice as aforesaid shall be sufficient proof of notice.

If the Insured Organization cancels this policy, the Insurer will retain the customary short rate proportion of the premium hereon.

The Insurer shall not be required to renew this policy upon its expiration. The offer by the Insurer of renewal terms, conditions, Limit of Liability and/or premiums varying from those of the expiring policy shall not constitute a refusal to renew.

If the Insurer decides not to renew this policy, the Insurer will mail or deliver to the Insured Organization written notice of non-renewal, stating the reasons for non-renewal, at least sixty (60) days prior to the expiration date of this policy.
Any notice of non-renewal will be mailed or delivered to the Insured Organization's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

G. Merger, Consolidation or Acquisition

1. If, after this policy’s inception date, the Insured Organization creates or acquires a Subsidiary whose assets do not exceed twenty five percent (25%) of the total consolidated assets of the Insured Organization, not including the assets of the created or acquired Subsidiary, such Subsidiary shall be deemed to qualify as an Insured Organization, but solely for a Wrongful Act that takes place on or after the effective date of such creation or acquisition.

2. If, after this policy’s inception date, the Insured Organization creates or acquires a Subsidiary whose assets exceed twenty five percent (25%) of the total consolidated assets of the Insured Organization, not including the assets of the created or acquired Subsidiary, such Subsidiary shall be deemed to qualify as an Insured Organization, but solely for a Wrongful Act that takes place within the first ninety (90) days after the date of such creation or acquisition. After this ninety (90) day period, the created or acquired Subsidiary shall no longer be deemed an Insured Organization, unless:
   a. Written notice of the Subsidiary's creation or acquisition has been provided to the Insurer by the Insured Organization, as soon as practicable, and in no event later than ninety (90) days after the date of the creation or acquisition;
   b. The Insured Organization has provided the Insurer with any additional information the Insurer may request;
   c. The Insured Organization has agreed to the terms, conditions, exclusions and additional premium charge as may be required by the Insurer; and
   d. The Insurer, at its sole discretion, has agreed in writing to extend the coverage of this policy to the created or acquired Subsidiary.

3. If during the Policy Period:
   a. The Insured Organization shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
   b. Any person or entity or group of persons or entities acting in concert shall acquire an amount of more than fifty percent (50%) of the voting power for the election of directors of the Insured Organization;
      (either of the above events in 3. a. or b. are hereunder referred to as the “Transaction”),
      then this policy shall continue in full force and effect for any Wrongful Act occurring prior to the effective time of the Transaction, but there shall be no coverage afforded by any provision of this policy for any actual or alleged Wrongful Act occurring after the effective time of the Transaction. This policy may not be cancelled after the effective time of the Transaction and the premium for this policy shall be deemed fully earned as of such time.

      The Insured Organization shall give the Insurer written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction.

H. Representations

The Insured represents that the information, particulars, documents, representations and statements contained in the Application are complete, true and accurate; are deemed incorporated into and constituting part of this policy; are material to the acceptance of the risk assumed by the Insurer under this policy. This policy is issued in reliance upon the truth of such representations. No knowledge or information possessed by any Insured will be imputed to any other Insured. If any of the information, particulars, documents, representations and statements contained in the Application are untrue, this policy will be void with respect to any Insured who knew of such untruth.

I. No Action Against Insurer

No action may be taken against the Insurer unless, as a condition precedent thereto, there has been full compliance with all of the terms and conditions of this policy and until the amount of any Insured's obligation to pay Loss has been finally determined either by judgment against such Insured after adjudicatory proceedings, or by written agreement of the Insured, the claimant and the Insurer.

No Insured has any right under this policy to join the Insurer as a party to any Claim against an Insured to determine the liability of such Insured, nor shall the Insurer be implicated by an Insured or his, her or its legal representative in any such Claim.
J. Subrogation

In the event the **Insurer** makes any payment under this Policy, the **Insurer** shall be subrogated to all of the rights of recovery of the **Insured**, who shall execute all papers and take all necessary actions to secure such rights, including the execution of any documents necessary to enable the **Insurer** to effectively bring suit in the name of an **Insured**.

K. Authorization and Notices

The **Insured Persons** agree that the **Insured Organization** shown in Item 1. of the Declarations Page acts on their behalf with respect to giving and receiving all notices and return of premium from the **Insurer**.

L. Changes

Notice to any agent or knowledge possessed by any agent or representations by persons acting on behalf of the **Insurer** do not effect a waiver or change in any part of this policy or estop the **Insurer** from asserting any right under the terms, conditions and limitations of this policy. The terms, conditions and limitations of this policy can only be waived or changed by written endorsement.

M. Assignment

Assignment of interest under this policy does not bind the **Insurer** without its prior written consent.

N. Acceptance

The **Insureds** agree that this policy, including the **Application** and any endorsements, constitutes the entire agreement between them and the **Insurer** relating to this insurance policy.

O. Headings

The description in the headings and sub-headings of this policy are solely for convenience, and form no part of the terms and conditions of coverage.

P. Governing Law Clause

This policy shall, to the extent permitted by applicable law, be construed in accordance with the laws of the state or jurisdiction of incorporation or organization of the **Insured Organization** shown in Item 1. of the Declarations Page or, in the case of matters pertaining to a **Subsidiary**, the laws of the state or jurisdiction of incorporation or organization thereof.

Q. Territory

This policy shall apply to **Claims** made against any **Insured** anywhere in the world.

R. Other Insurance

Unless specifically stated otherwise, the insurance provided under this policy shall apply only as excess over any other valid and collectible insurance, unless such other insurance is written as specific excess insurance over the Aggregate Limit of Liability or Shared Limit of Liability provided by this policy. Any coverage otherwise available under any **Coverage Section** shall be specifically excess over any other valid and collectible insurance pursuant to which any other insurer has a duty to defend a **Claim** for which this policy may be obligated to pay **Loss**.

In Witness Whereof, the **Insurer** has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the Declarations Page by a duly authorized agent of the **Insurer**.

[Signatures]

Secretary

President
DIRECTORS AND OFFICERS LIABILITY
COVERAGE SECTION (NON-PROFIT)
PLEASE READ YOUR POLICY CAREFULLY

Words and phrases that appear in bold text have special meaning. Refer to SECTION III. – DEFINITIONS in this Coverage Section or the Common Policy Terms and Conditions.

If purchased, as indicated in Item 3. of the Common Policy Declarations Page, and in consideration of the payment of premium, and in reliance upon all statements made to the Insurer in the Application, and subject to the terms, conditions, definitions, exclusions and limitations provided hereinafter or in the Common Policy Terms and Conditions, the Insurer agrees:

SECTION I. - INSURING AGREEMENTS

Directors and Officers Liability

A. With the Insured Person, that if a Claim for a Wrongful Act is first made against any Insured Person during the Policy Period and reported in accordance with SECTION V. – CONDITIONS, C. Notice of Claim or Circumstance in the Common Policy Terms and Conditions of this policy, the Insurer will pay on behalf of such Insured Person all Loss such Insured Person is legally obligated to pay, except and to the extent that the Insured Organization is required or permitted to indemnify such Insured Person for such Loss.

B. With the Insured Organization, that if a Claim for a Wrongful Act is first made against any Insured Person during the Policy Period and reported in accordance with SECTION V. – CONDITIONS, C. Notice of Claim or Circumstance in the Common Policy Terms and Conditions of this policy, the Insurer will pay on behalf of the Insured Organization all Loss for which the Insured Organization is required or permitted to indemnify the Insured Person.

C. With the Insured Organization, that if a Claim for a Wrongful Act is first made against the Insured Organization during the Policy Period and reported in accordance with SECTION V. – CONDITIONS, C. Notice of Claim or Circumstance in the Common Policy Terms and Conditions of this policy, the Insurer will pay on behalf of the Insured Organization all Loss the Insured Organization is legally obligated to pay.

Notwithstanding anything contained in this policy to the contrary, the coverage provided under SECTION I. INSURING AGREEMENTS A. and B. shall be non-rescindable by the Insurer.

SECTION II. – COVERAGE EXTENSIONS

A. Outside Board Extension

This policy shall cover Loss arising from an Insured Person having served, at the direction of and with the consent of the Insured Organization, as Director, Officer, or Trustee for any eleemosynary corporation or other not for profit organization where such Insured Person is entitled to indemnification by the Insured Organization.

This COVERAGE EXTENSION shall be excess of any indemnification and/or insurance that may be permitted or provided by such eleemosynary corporation or organization, regardless of payment made by or on behalf of such eleemosynary corporation or organization, including but not limited to any other Director and Officer Liability Insurance or similar insurance provided for, to, or by any such eleemosynary corporation or organization.

B. Additional Side-A Limit of Liability

If a limit is shown in Item 2.B of the Directors and Officers Liability Declarations, then there shall be an addition to the maximum aggregate Limit of Liability available under this Directors and Officers Coverage Section. This amount shall be in addition to the Limit of Liability as set forth in Item 2.A. of the Directors and Officers Liability Declarations Page and shall be available solely for Loss resulting from a Claim against any Insured Persons covered under SECTION I. INSURING AGREEMENT A. of this coverage section, and shall be subject to the following additional conditions:

(1) Any Loss resulting from a Claim against any Insured Persons covered under SECTION I. INSURING AGREEMENT A. of this Directors and Officers Coverage Section shall first be paid under the Limit of Liability as set forth in Item 2.A. of the Directors and Officers Liability Declarations Page, and such Limit of Liability must be completely exhausted by payment of Loss under SECTION I. INSURING
AGREEMENTS A., B., and/or C. of this Directors and Officers Coverage Section before Loss shall be paid under the additional Limit of Liability dedicated for Insured Persons: and

(2) The additional Limit of Liability dedicated for Insured Persons shall be excess of any insurance available that is specifically excess of this policy and such excess insurance must be completely exhausted by payment of Loss thereunder before the Insurer shall have any obligation to make any payment on account of the additional Limit of Liability dedicated for Insured Persons.

SECTION III. - DEFINITIONS

A. Claim, either in the singular or the plural, means:

1. A written demand for monetary or non-monetary relief;

2. A civil, criminal, administrative, regulatory or arbitration proceeding, or arbitration demand for monetary or non-monetary relief which is commenced by:
   a. Receipt or service of a complaint or similar pleading;
   b. Return of an indictment or filing of information; or
   c. Receipt of a notice of charges;

3. A written request to an Insured to toll or waive a statute of limitations regarding a potential Claim, commenced by the receipt of such request by the Insured.

B. Employee means any past, present or future employee of the Insured Organization, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any full-time, part-time, seasonal, and temporary employee or volunteers of the Insured Organization. An individual who is leased or contracted to the Insured Organization shall also be an Employee, but only if the Insured Organization provides indemnification to such leased or contracted individual in the same manner as is provided to the Insured Organization's employees.

C. Insured means any Insured Organization and/or any Insured Person.

D. Insured Person means:

1. Any past, present or future director, officer, trustee, Employee, advisory board member or any committee member of a duly constituted committee of the Insured Organization; or

2. In the event the Insured Organization or a Subsidiary thereof operates outside the United States, then the term Insured Person also means those titles, positions or capacities for such foreign Insured Organization or Subsidiary that are equivalent to the positions of directors or officers in the United States.

E. Loss means damages, settlements, judgments (including pre- and post-judgment interest on a covered judgment) and Defense Expenses. Loss (other than Defense Expenses) shall not include:

1. Any amount for which the Insureds are not financially liable or for which there is not legal recourse to the Insureds;

2. Amounts owed under any contract, partnership, stock or other ownership agreement, or any other type of contract;

3. Disability, social security, workers compensation, medical insurance, retirement or pension benefit payments, or settlement amounts representing employment related benefit payments;

4. The cost of creating or reinstating employment;

5. Any amounts owed to any Employee as wages, compensation, severance or benefits previously incurred or vested without regard to any Claim;

6. Civil or criminal fines or penalties;

7. Taxes, whether owed to or by any Insured;

8. Amounts, including Defense Expenses, arising out of, based upon or attributable to actual or alleged liability or costs incurred by any Insured to modify any building or property in order to make such building or property more accessible or accommodating to any disabled person;

9. Matters that may be uninsurable under the law pursuant to which this policy shall be construed.

The DEFINITION of Loss shall include punitive or exemplary damages and the multiplied portion of any multiplied damage award, if and where insurable. For purposes of determining whether punitive or exemplary damages, or the multiplied portion of any multiplied damage award arising from any Claim shall be insurable
by law, the **Insurer** agrees to abide by the law of whichever jurisdiction is applicable to such **Claim** and is most favorable to the **Insured** in that regard.

**F. Personal Injury Wrongful Act** shall mean any actual or alleged:

1. False arrest, wrongful detention or imprisonment, or malicious prosecution;
2. Libel, slander, defamation of character or invasion of privacy;
3. Wrongful entry, eviction or other invasion of the right of occupancy;
4. Infringement of copyright or trademark or other unauthorized use of title; or
5. Plagiarism or misappropriation of ideas.

However, **Personal Injury Wrongful Act** shall not include:

   a. Publication or utterance concerning any organization or business enterprise or its products or services made by or at the direction of an **Insured** with knowledge of the falsity thereof; or
   b. The printing of periodicals, advertising matter, or any or all jobs taken by any **Insured** to be printed for a third party when the periodical, advertising matter or other printing is not a regular part of the **Insured**'s own activities.

**G. Wrongful Act** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty, or **Personal Injury Wrongful Act**, by:

1. An **Insured Person** while acting in his or her capacity as such and on behalf of the **Insured Organization** or any matter claimed against them solely by reason of their status as an **Insured Person**; or
2. The **Insured Organization**.

**SECTION IV. - EXCLUSIONS**

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**;

1. Based upon, arising out of or attributable to the gaining by any **Insured** of any profit or advantage to which such **Insured** was not legally entitled; provided, this EXCLUSION shall not apply unless a judgment or other final adjudication adverse to such **Insured** establishes that the **Insured** gained such profit or advantage;
2. Based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any criminal or deliberate fraudulent act; provided, this EXCLUSION shall not apply unless a judgment or other final adjudication adverse to any **Insured** in the **Claim** shall establish that such **Insured** committed such criminal or fraudulent act;
3. Alleging, arising out of, based upon or attributable to, in whole or in part, any liability under or pursuant to any contract or agreement, whether oral, written, express or implied, including the liability of others assumed by an **Insured**, unless such **Insured** would have been liable in the absence of such contract or agreement;
4. Alleging, arising out of, based upon or attributable to, in whole or in part, any litigation involving any **Insured** that was commenced or initiated prior to, or was pending on or before the date referenced in Item 4. of the Directors and Officers Liability Declarations Page, or arising out of or based upon, in whole or in part, any facts or circumstances underlying or alleged in any such prior or pending litigation;
5. Alleging, arising out of, based upon or attributable to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law;
6. For actual or alleged bodily injury, sickness, disease or death of any person, mental anguish or emotional distress; damage to or destruction of any tangible property, including loss of use thereof, whether or not such property is physically damaged;
7. Alleging, arising out of, based upon or attributable to, in whole or in part, the performance or rendering of or failure to perform professional services, where such services are undertaken for others for a fee;
8. For violation of any of the responsibilities, obligations or duties imposed by: The Fair Labor Standards Act (except the Equal Pay Act) or any state or local statutory or common law, regulation or ordinance that governs payment or administration of wages, hours worked, or employee entitlements; the Employee Retirement Income Security Act of 1974; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Consolidated Omnibus Budget Reconciliation Act; the Occupational Safety and Health Act; any rules or regulations of any of the foregoing promulgated thereunder and amendments thereto; or any similar provisions of any federal, state or local statutory or common law that govern the same subject matter governed by the laws
referred to in this section even if particular laws have some additional or different provisions; provided, this EXCLUSION shall not apply to Loss arising from a Claim for employment related retaliation;

9. Brought by or on behalf of any Insured, except:

a. A derivative action brought by or made on behalf of, or in the name or right of, the Insured Organization, if such action is brought and maintained independently of, and without assistance, participation or intervention of any Insured;

b. Any Claim brought by the examiner, trustee, receiver, liquidator or rehabilitator (or any assignee thereof) of such Insured Organization, in or after any bankruptcy proceeding by or against an Insured Organization;

c. Any Claim brought by any past director, officer, trustee, manager or equivalent executives of the Insured Organization who have not served as a director, officer, trustee, manager or equivalent executive for at least three (3) years prior to the date such Claim is first made, but only if the Claim is brought and maintained totally independent of and without the solicitation, assistance, active participation or intervention of the Insured Organization or any Insured Person not described in this paragraph 9.c.; or

d. Any instigation of or involvement in any Claim, or solicitation, assistance, active participation or intervention by any Insured whistleblower under Section 806 of the Sarbanes-Oxley Act of 2002 or any rule or regulation promulgated thereunder, or under any similar whistleblower statute, rule or regulation under any other federal or state law.

10. For the actual, alleged or threatened discharge, dispersal, release or escape of pollutants or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, including but not limited to Claims alleging damage to the Insured Organization:

Pollutant includes (but is not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, whether live or inanimate, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) materials to be recycled, reconditioned or reclaimed;

11. Alleging, arising out of, based upon or attributable to, in whole or in part, any Employment Practices Wrongful Act.

12. Alleging, arising out of, based upon or attributable to, in whole or in part, any Third Party Discrimination and/or Third Party Harassment.

13. Alleging, arising out of, based upon or attributable to, in whole or in part, any Fiduciary Wrongful Act.

The Wrongful Act of an Insured shall not be imputed to any other Insured for the purpose of determining the applicability of the EXCLUSIONS set forth in SECTION IV.

SECTION V. - CONDITIONS

A. Bankruptcy and Priority of Payments

The bankruptcy or insolvency of the Insured Organization or any Subsidiary shall not relieve the Insurer of any of its obligations hereunder. The coverage provided by this policy, however, is intended primarily to protect and benefit the Insured Persons.

With respect to the payment of the policy proceeds, it is agreed that covered Loss due under this policy shall be paid by the Insurer in the following order of priority:

1. First pay such Loss for which coverage is provided under INSURING AGREEMENT A. of this policy;

2. With respect to any remaining amount of the Limit of Liability still available after payment of such Loss, pay Loss for which coverage is provided under INSURING AGREEMENT B. of this policy; and

3. With respect to any remaining amount of the Limit of Liability still available after payment of such Loss, pay Loss for which coverage is provided under INSURING AGREEMENT C. of this policy.

The Insured Organization or its representatives and the Insurer shall use their best efforts to agree upon the priority of payment of all Loss under this policy. If no agreement is reached regarding the priority of payments, then the Insurer and Insured Organization will submit the issue of such priority, and only that issue, to binding arbitration.
In Witness Whereof, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned on the Declarations Page by a duly authorized agent of the Insurer.

Secretary

President
IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES DISCLOSURE NOTICE

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on
the NAIC’s International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.

7. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker’s fee charged for this insurance will be returned to you.
This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

In the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Insurer's rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy.

Service of process in such suit may be made upon the highest one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the Insured Organization named in Item 1. of the Declarations Page of this policy is located, and that in any suit instituted against it based upon this contract the Insurer will abide by the final decision of such court or any appellate court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director" or "Superintendent" of Insurance of the state or commonwealth wherein the Insured Organization named in Item 1. of the Declarations Page of this policy is located, is hereby authorized and directed to accept service of process on behalf of the Insurer in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon the Insurer's behalf in the event such a suit shall be instituted.

Notwithstanding anything to the contrary contained in the printed form of this policy, it is agreed and understood that service of suit in the State of California may be made upon the following:

Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
This Endorsement Changes The Policy. Please Read It Carefully.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY
PRIVATE COMPANY MANAGEMENT LIABILITY POLICY

The following is added to the Common Policy Terms and Conditions Coverage Section:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and the Insurer has met our insurer deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a Certified Act of Terrorism include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the Nuclear Exclusion.

All other terms and conditions of this policy remain unchanged.
This endorsement modifies insurance provided under the following:

**NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY**

A. Solely with respect to coverage provided by this endorsement, SECTION III. – DEFINITIONS, H. **Insured Organization** in the Common Policy Terms and Conditions Coverage Section is deleted and replaced by the following:

H. **Insured Organization** means the municipality, governmental body, department or unit which is named in Item 1. of the Declarations Page.

B. Solely with respect to coverage provided by this endorsement, SECTION III. – DEFINITIONS, D. **Insured Person** in the Directors and Officers Liability Coverage Section and F. **Insured Person** in the Employment Practices Liability Coverage Section are deleted and replaced by the following:

**Insured Person** means:

1. All persons who were, now are or shall be lawfully elected or appointed officials or **Employees** while acting solely in his or her capacity as such or on behalf of the **Insured Organization**;

2. Commissions, boards, or other units, and members and **Employees** thereof, operated by and under the jurisdiction of such **Insured Organization** and within an apportionment of the total operating budget submitted to the **Insurer**;

3. Volunteers acting solely in his or her capacity as such or on behalf of, at the request of and under the direction of, the **Insured Organization**; and

4. Officials and **Employees** of the **Insured Organization** appointed at the request of the **Insured Organization** to serve with an outside tax exempt entity.

C. Solely with respect to coverage provided by this endorsement, SECTION III. – DEFINITIONS, G. **Wrongful Act** in the Directors and Officers Liability Coverage Section is deleted and replaced with the following:

**Wrongful Act** means:

1. With respect to an **Insured Person**, any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty while acting solely in his or her capacity as such and on behalf of the **Insured Organization**; or

2. With respect to the **Insured Organization**, any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by or on behalf of the **Insured Organization**.

D. Solely with respect to coverage provided by this endorsement, the following is added to SECTION III. – DEFINITIONS, of the Employment Practices Liability Coverage Section:

**Wrongful Act** means any **Employment Practices Wrongful Act** or any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by or on behalf of the **Insured Organization**.

E. Solely with respect to coverage provided by this endorsement, SECTION III. – DEFINITIONS, F. **Personal Injury Wrongful Act** of the Directors and Officers Liability Coverage Section shall be deleted in its entirety.

F. Solely with respect to coverage provided by this endorsement, SECTION IV. – EXCLUSIONS, 9. of the Directors and Officers Liability Coverage Section is deleted and replaced with the following:

9. Brought by or on behalf of one **Insured** against another **Insured**, however, with respect to any allegations of an **Employment Practices Claim**, this EXCLUSION shall only apply to cross-claims or counter-claims brought by one **Insured** against another **Insured**;

**Policy No.:**

RSG 214038 0118

**Effective:**

Page 1 of 2
G. Solely with respect to coverage provided by this endorsement, the following is added to SECTION IV. – EXCLUSIONS, of the Employment Practices Liability Coverage Section:

Brought by or on behalf of one Insured against another Insured, however, with respect to any allegations of an Employment Practices Claim, this EXCLUSION shall only apply to cross-claims or counter-claims brought by one Insured against another Insured;

H. Solely with respect to coverage provided by this endorsement, SECTION IV. – EXCLUSION, 7. of the Directors and Officers Liability Coverage Section shall be deleted and replacing with the following:

7. Alleging, arising out of, based upon or attributable to, in whole or in part, the performance or rendering of or failure to perform professional services to anyone other than the Insured Organization by any member of the medical profession, or by any lawyer, architect, engineer or accountant;

I. SECTION IV. – EXCLUSIONS of the Employment Practices Liability Coverage Section shall be amended by adding the following:

Alleging, arising out of, based upon or attributable to, in whole or in part, the performance or rendering of or failure to perform professional services to anyone other than the Insured Organization by any member of the medical profession, or by any lawyer, architect, engineer or accountant;

J. SECTION IV. – EXCLUSIONS of the Directors and Officers Liability Coverage Section and Employment Practices Liability Coverage Section shall be amended by adding the following:

Alleging, arising out of, based upon or attributable to inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use;

Alleging, arising out of, based upon or attributable to strikes, riots or civil commotion;

Alleging, arising out of, based upon or attributable to the operation of or activities of any schools, airports, transit authorities, hospitals, clinics, nursing homes or other health care operations, utilities, housing authorities, jails or detention facilities, law enforcement agencies or fire fighting authorities unless such entity is the Insured named in Item 1. of the Declarations Page or by an endorsement attached.

Regardless of the named Insured, this EXCLUSION shall apply to any Claim alleging Employment Practices Wrongful Acts that arise out of the Insured Organization’s operation of or activities in conjunction with any jails or detention facilities, law enforcement agencies or fire fighting authorities, unless such coverage is specifically added by an endorsement attached;

Alleging, arising out of, based upon or attributable to the issuance of bonds or the improper collection of taxes;

Alleging, arising out of, based upon or attributable to any construction, architectural or engineering contracts and/or agreements or the liability of others assumed by any Insured under the terms of any such contract or agreement unless such liability would have attached to any Insured in the absence of the contract or agreement; or

For any actual or alleged libel, slander or defamation in any form; provided this EXCLUSION shall not apply to allegations of libel, slander, or defamation in any form made solely in connection with an Employment Practices Claim.

All other terms and conditions of this policy remain unchanged.
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF THIS POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

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Additional information, if any, concerning the terrorism premium:
The portion of your premium for the policy term attributable to coverage for all acts of terrorism covered under this policy including terrorist acts certified under the Act is listed above.

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations Page.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended, the Insurer is required to provide the Insured with a notice disclosing the portion of the Insured's premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of the Insured's premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations Page.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable Insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and the Insurer has met our Insurer deductible under the Terrorism Risk Insurance Act, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Policy No.: Effective:

RSG 204123 0121

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY
PRIVATE COMPANY MANAGEMENT LIABILITY POLICY

A. SECTION IV. – EXCLUSIONS, 6. of the Directors and Officers Liability Coverage Section is deleted and replaced with the following:

6. Alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, bodily injury, sickness, disease or death of any person, mental anguish or emotional distress; damage to or destruction of any tangible property, including loss of use thereof, whether or not such property is physically damaged;

B. The first paragraph of SECTION IV. – EXCLUSIONS, 2. of the Employment Practices Liability Coverage Section is deleted and replaced with the following:

2. Alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:

a. Bodily injury, sickness, disease or death of any person, mental anguish or emotional distress; provided, this EXCLUSION 2.a. will not apply to allegations of mental anguish or emotional distress made solely in connection with an Employment Practices Claim or a Claim for Third Party Discrimination and/or Third Party Harassment; or

b. Damage to or destruction of any tangible property, including loss of use thereof, whether or not such property is physically damaged;

All other terms and conditions of this policy remain unchanged.
This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY
PRIVATE COMPANY MANAGEMENT LIABILITY POLICY

The following is added to SECTION IV. – EXCLUSIONS, of the Directors and Officers Liability Coverage Section and Employment Practices Liability Coverage Section:

The Insurer shall not be liable to make any payment for Loss under this policy in connection with any Claim made against any Insured alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, in whole or in part, any actual or alleged violation of Biometric Privacy Information.

For the purpose of this endorsement, Biometric Privacy Information is defined as the Biometric Information Privacy Act (“BIPA”), the California Consumer Privacy Act (“CCPA”), or any federal, state, municipal or local statutory biometric privacy law or any such similar law or statute anywhere in the world that governs or relates to the collection, use, safeguarding, handling, storage, retention or destruction of biometric identifiers, biometric data or biometric information of any kind, including but not limited to retina or iris scans, fingerprints, voiceprints or scans of hand or face geometry.

All other terms and conditions of this policy remain unchanged.
EXCLUSION – INTELLECTUAL PROPERTY

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY
PRIVATE COMPANY MANAGEMENT LIABILITY POLICY

The following is added to SECTION IV. – EXCLUSIONS, of the Directors and Officers Liability Coverage Section and the Employment Practices Liability Coverage Section:

The Insurer shall not be liable to make any payment for Loss arising out of or in connection with any Claim made against any Insured alleging, arising out of, based upon or attributable to, directly or indirectly resulting from or in any way involving any actual or alleged copyright, patent, service mark, trademark or trade name infringement, misdesignation of origin, copying of trade dress, plagiarism or misappropriation of any concept, trade secret or proprietary information, unfair competition or breach of any licensing agreement relating to the foregoing.

All other terms and conditions of this policy remain unchanged.
EXCLUSION – NETWORK SECURITY AND PRIVACY INFORMATION

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY
PRIVATE COMPANY MANAGEMENT LIABILITY POLICY

A. The following is added to SECTION IV. – EXCLUSIONS, of the Common Policy Terms and Conditions Coverage Section:

The Insurer shall not be liable to make any payment for Loss under this policy in connection with any Claim made against any Insured alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, in whole or in part, any actual or alleged violation of Network Security and Privacy Information.

B. The following is added to Section III. – DEFINITIONS, of the Common Policy Terms and Conditions Coverage Section:

1. Network Security and Privacy Information shall mean:
   a. failure to prevent the transmission of a Computer Virus; or
   b. failure to provide any authorized user of the Insured Organization’s website, or the Insured Organization’s computer or communications network, with access to such website, or computer or communications network; or
   c. failure to prevent unauthorized access to, or use of, data containing private or confidential information of others; or
   d. failure to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information; or
   e. failure to provide notification of any actual or potential unauthorized access to, or use of, data containing private or confidential information of others if such notification is required by any state or federal regulation or statute.

2. Computer Virus shall mean any malicious code which could destroy, alter, contaminate or degrade the integrity, quality or performance of data of any computer application software, computer network, or computer operating system or related network, upon the introduction of such malicious code through any computer, communications equipment or communications network that is owned or operated by the Insured Organization.

All other terms and conditions of this policy remain unchanged.
EXCLUSION – SEXUAL ABUSE AND SEXUAL MISCONDUCT

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY
PRIVATE COMPANY MANAGEMENT LIABILITY POLICY

The following is added to SECTION IV. – EXCLUSIONS, of the Directors and Officers Liability Coverage Section and to the Employment Practices Liability Coverage Section:

The Insurer shall not be liable to make any payment for Loss in connection with that portion of any Claim (including but not limited to any derivative or representative class actions) made against any Insured alleging, arising out of, based upon or attributable to, or in any way involving, in whole or in part:

a. Any forcible physical or sexual assault, battery or molestation, rape including statutory rape;

b. Any Sexual Misconduct, child abuse or neglect, including but not limited to the hiring, employment, supervision, reporting to the proper authorities, failure to so report or retention of any person; or

c. Any mental anguish and/or emotional distress arising out of a. and/or b. above;

provided that, regardless of any other terms or conditions in this Policy, including any endorsements, the covered and uncovered portions of Loss for Claims that include Employment Practices Wrongful Acts and Sexual Misconduct shall be allocated in accordance with this Policy’s allocation provision.

Sexual Misconduct shall include both verbal and non-verbal communication and/or actual, alleged or threatened conduct, whether permitted or unpermitted by any person including but not limited to:

a. Physical molestation of a minor or otherwise legally incompetent person;

b. Sexual battery, touching, other physical sexual contact, or sexual intercourse of/with a minor or otherwise legally incompetent person;

c. Victimization of, exploitation of or exhibitionism or voyeurism toward any minor or otherwise legally incompetent person;

d. Coercion of any minor or otherwise legally incompetent person to engage in sexual activities; or

e. Showing, distributing to others, or requesting any text, pictures, drawings, audio, video, or digital recording of any minor or otherwise legally incompetent person.

All other terms and conditions of this policy remain unchanged.

RSG 206135 0722
EXCLUSION - SPECIFIC ENTITIES AND INDIVIDUALS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY
PRIVATE COMPANY MANAGEMENT LIABILITY POLICY

The following is added to SECTION IV. – EXCLUSIONS, of the Common Policy Terms and Conditions Coverage Section:

The **Insurer** shall not be liable to make any payment for **Loss** arising out of or in connection with any **Claim** made against any **Insured** which is brought by or on behalf of the following entities or individuals:

- City of Inglewood
- Los Angeles County Metropolitan Transportation Authority

including, but not limited to any **Claim** brought by any director, officer, heir, trustee or partner of the entity, or by any security holder thereof, whether such **Claim** is brought directly or derivatively.

All other terms and conditions of this policy remain unchanged.
This Endorsement Changes The Policy. Please Read It Carefully.

**SUBLIMIT - DEFENSE OF NON-MONETARY DAMAGES**

This endorsement modifies insurance provided under the following:

**NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY**  
**PRIVATE COMPANY MANAGEMENT LIABILITY POLICY**

The following is added to SECTION II. – COVERAGE EXTENSIONS, of the Common Policy Terms and Conditions Coverage Section:

With respect to a Claim, solely seeking relief or redress in any form other than monetary damages, this policy shall pay Defense Expenses up to a maximum amount of $_____ per Claim and $____ in the aggregate for the Policy Period. A Retention amount of $_____ shall be borne by the Insured, and the Insurer shall only be liable for the amount of Defense Expenses which are in excess of the above stated Retention amount.

Notwithstanding anything contained in this endorsement to the contrary, however, solely where coverage for any Claim is triggered as “Side A”, or non-indemnifiable or non-indemnified Loss in keeping with Policy terms and conditions, the Retention normally applicable in such situations shall apply to such Claim, and the Retention stated here shall not apply.

Other than as set forth above, there shall be no coverage afforded under this policy for Loss in connection with any Claim seeking relief or redress in any form other than monetary damages. This sublimit shall be one sublimit only, regardless of the number of Coverage Sections purchased by any or all Insureds, and shall be part of and not in addition to the amount set forth in Item 4. of the Common Policy Declarations Page.

All other terms and conditions of this policy remain unchanged.

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Policy No.:  
Effective:

RSG 204113 0118
This Endorsement Changes The Policy. Please Read It Carefully.

THREE (3) YEAR BILATERAL EXTENDED REPORTING PERIOD

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY POLICY
PRIVATE COMPANY MANAGEMENT LIABILITY POLICY

SECTION II. – COVERAGE EXTENSIONS, B. Extended Reporting Period of the Common Policy Terms and Conditions Coverage Section is deleted and replaced with the following:

If the Insurer shall refuse to renew this policy or the Insured Organization shall cancel or refuse to renew this policy, the Insured Organization shall have the right, upon payment of _____ percent (_____%) of the Full Annual Premium, to a period of three hundred and sixty five (365) days following the effective date of such cancellation or non-renewal (herein referred to as the “Extended Reporting Period”) in which to give written notice to the Insurer of any Claim first made against the Insured during said three hundred and sixty five (365) day period for any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this policy. As used herein, “Full Annual Premium” means the premium stated in Item 5. of the Common Policy Declarations Page and any additional premium(s) charged during the Policy Period.

Alternatively, the Insured Organization shall have the right to elect an Extended Reporting Period greater than the three hundred and sixty five (365) Days referenced above. The following alternative Extended Reporting Period options are as follows:

Extended Reporting Period       Additional Premium
2 Years                        _____ % of Full Annual Premium
3 Years                        _____ % of Full Annual Premium

The rights contained in this clause shall terminate unless written notice of such election together with the additional premium due is received by the Insurer at the address shown on the Declarations Page within _____ (_____) days of the effective date of cancellation or non-renewal.

The Extended Reporting Period is not cancelable and the additional premium charged shall be fully earned at the inception of the Extended Reporting Period. The Limit of Liability available under the Extended Reporting Period is part of and not in addition to the Limit of Liability stated in Item 4. of the Declarations Page.

The rights contained in this clause shall not apply in the event of cancellation resulting from non-payment of premium.

All other terms and conditions of this policy remain unchanged.
NON-PROFIT ORGANIZATION MANAGEMENT LIABILITY APPLICATION

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY THAT APPLIES ONLY TO THOSE CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER DURING THE POLICY PERIOD, OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS SHALL BE REDUCED OR TOTALLY EXHAUSTED BY PAYMENT OF DEFENSE EXPENSES.

I. GENERAL INFORMATION SECTION

1. (a) Name of Organization:

2. Date Organized: ____________________


4. Indicate Coverage and Limit Requested:

   D&O Liability Insurance Coverage: Yes □ No □ Limit Requested: $ ____________________

   Employment Practices Liability Coverage: Yes □ No □ Limit Requested: $ ____________________

   Third Party Liability Coverage: Yes □ No □

   Fiduciary Liability Insurance Coverage: Yes □ No □ Limit Requested: $ ____________________

5. Indicate the Type of Limit Requested:

   □ Shared Limit of Liability for multiple Coverage Sections

   □ Separate Limit of Liability for each Coverage Section

   □ Combination of Shared and Separate Limits (provide details): ____________________

6. Please provide the following financial information for the Applicant and its Subsidiaries:

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<thead>
<tr>
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<th>Current Year</th>
<th>Prior Year</th>
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<tr>
<td>Date of Financial Statement:</td>
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<td>Total Assets:</td>
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<td>Total Liabilities:</td>
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<tr>
<td>Fund Balance:</td>
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<tr>
<td>Total Revenues:</td>
<td>$</td>
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<tr>
<td>Net Income or Net Loss:</td>
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7. Provide the following information on all Subsidiaries of the Insured Organization. If "None", check here: None ☐

<table>
<thead>
<tr>
<th>Subsidiary Name</th>
<th>Nature of Business</th>
<th>Percent Owned by the Insured Organization</th>
<th>Date Created or Acquired</th>
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8. As part of this Application, please submit the following with respect to the Applicant:

**Directors & Officers Liability Coverage:**
(a) COMPLETE COPY OF LATEST ANNUAL REPORT. IF AUDITED FINANCIALS, PLEASE INCLUDE AUDITORS NOTES AND A COPY OF LATEST INTERIM FINANCIAL STATEMENT
(b) CURRENT LIST OF DIRECTORS AND OFFICERS
(c) COMPLETE COPY OF BY LAWS AND ARTICLES OF INCORPORATION

**Employment Practices Liability Coverage:**
(a) EEO-1 REPORT (IF REQUIRED BY FEDERAL LAW)
(b) EMPLOYEE HANDBOOK

**Fiduciary Liability Coverage:**
(a) A COPY OF THE MOST RECENTLY FILED FORM 5500 OR MOST RECENT AUDITED PLAN FINANCIAL STATEMENTS

II. INSURANCE INFORMATION

1. Please list current insurance:

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Insurer</th>
<th>Limits</th>
<th>Retention</th>
<th>Premium</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Directors &amp; Officers</td>
<td>☐ None</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EPL</td>
<td>☐ None</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiduciary Liability</td>
<td>☐ None</td>
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<td></td>
</tr>
</tbody>
</table>

2. Has any similar insurance been declined, cancelled or non-renewed? Yes ☐ No ☐
   If "Yes", please provide details on a separate page.

3. Loss experience (Attach full details of all claims during the past five (5) years that would fall within the scope of proposed insurance.)
   If no losses, check "None": None ☐

III. DIRECTORS & OFFICERS LIABILITY SECTION (Please complete only if coverage requested)

1. Has the Organization been involved in any merger or acquisition within the past twelve (12) months or are they contemplating any merger or acquisition in the next twelve (12) months? Yes ☐ No ☐
   If "Yes", please provide details on a separate page.

2. (a) Does the Organization currently have a Tax Exempt Status under the U.S. Internal Revenue Code? Yes ☐ No ☐
   If "No", please provide details on a separate page.

   (b) Have there been or is there now any pending dispute regarding the Organization's Tax Exempt Status? Yes ☐ No ☐
   If "Yes", please provide details on a separate page.
3. Does the organization have an incident response plan for data breaches that is tested at least annually?  
   Yes □ No □  
   If "No", please provide details on a separate page.

4. If applicable, is the organization currently Payment Card Industry Data Security Standard (PCI/DSS) compliant?  
   Yes □ No □  
   If "No", please provide details on a separate page.

5. Does the organization purchase First Party and Third Party Network Security and Privacy Insurance Coverage?  
   Yes □ No □

6. If applicable, is the organization Health Insurance Portability & Accountability Act (HIPAA) / Health Information Technology for Economic & Clinical Health (HITECH) compliant?  
   Yes □ No □  
   If "No", please provide details on a separate page.

7. Does the organization receive more than 10% of their revenues from any governmental source?  
   Yes □ No □

8. Does the organization offer, sell, advertise, market or solicit any product or service, or debt collection, employing any automatic/robo dialing, mobile phone texting, faxing, or any other type of communications based mechanism or strategy governed under the rules and regulations of the Telephone Consumer Protection Act of 1991 (TCPA), The Fair Debt Collection Practices Act or any laws governing unsolicited advertising or contacts for collections or promotion of goods or services?  
   Yes □ No □

9. Does the organization have a contract or agreement with any third party vendor to perform the above services on their behalf?  
   Yes □ No □

IV. EMPLOYMENT PRACTICES LIABILITY SECTION (Please complete only if coverage requested)

1. Number of Employees:  
<table>
<thead>
<tr>
<th>Full time</th>
<th>Part time</th>
<th>Independent Contractors</th>
<th>Volunteers</th>
<th>Total</th>
</tr>
</thead>
</table>

2. List total number of Employees in the following states:  
   CA  FL  NJ  NY  TX

3. Turnover percentage of Employees within the past three (3) years?  
   Year 1 _____  Year 2 _____  Year 3 _____

4. Does the Organization anticipate making any reductions in the work force within the next twelve (12) months?  
   Yes □ No □  
   If "Yes", please provide details on a separate page.

5. Percentage of employees with salaries (including bonuses):  
<table>
<thead>
<tr>
<th>Less than $50,000</th>
<th>$50,000 to $100,000</th>
<th>$100,000 to $250,000</th>
<th>More than $250,000</th>
</tr>
</thead>
</table>

6. Does the Organization have a human resources department?  
   Yes □ No □
   If "No", who is responsible for this function?  

7. Does the Organization have an Employee manual or handbook governing the terms and conditions of employment? If "Yes", please supply a copy.  
   Yes □ No □
   (a) Is it distributed to all employees?  
      Yes □ No □
   (b) Does it require that employees sign and acknowledge its receipt?  
      Yes □ No □

8. Does the Organization have written guidelines or procedures for addressing human resource
personnel management in the following areas:

(a) Hiring/Interviewing? Employee at-will statement & employee contract disclaimer?  
Yes ☐ No ☐ (g) Termination Procedures? Yes ☐ No ☐

(b) Discrimination? Yes ☐ No ☐ (h) Disability Accommodations? Yes ☐ No ☐

c) Discipline? Yes ☐ No ☐ (i) Sexual Harassment? Yes ☐ No ☐

d) Employment Evaluations? Yes ☐ No ☐ (j) Workplace Harassment? Yes ☐ No ☐

(e) Unlawful harassment or discrimination of third parties? Yes ☐ No ☐ (k) New employee orientation? Yes ☐ No ☐

(f) Employee complaint/grievance procedures? Yes ☐ No ☐

9. Does the Organization conduct employee and supervisor training in the areas mentioned above? Yes ☐ No ☐

10. Do you and others on your behalf or at your direction collect, store or transmit biometric information for employees and/or third parties, including but not limited to fingerprints, retina scans, or time clocks that rely on individual identifiers? Yes ☐ No ☐

   (a) Do you have a general Biometric Information Privacy Act policy that addresses the nature and purpose of the act? Yes ☐ No ☐

   (b) Do you receive written consent and a release from each individual employee or third party? Yes ☐ No ☐

11. Do you formally disseminate written policies pertaining to the Biometric Information Privacy Act that clearly address retention and destruction guidelines? Yes ☐ No ☐

12. Do you require each employee to sign an arbitration agreement with a class action waiver? Yes ☐ No ☐

V. FIDUCIARY LIABILITY SECTION (Please complete only if coverage requested)

1. Please provide the following information for the largest four Plans of the Applicant:

<table>
<thead>
<tr>
<th>Plan Name</th>
<th>*Plan Type</th>
<th>**Plan Status</th>
<th>Total Plan Assets ($)</th>
<th>Annual Contributions</th>
<th>Number of Participants</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

*Plan Types: Defined Benefit (DB); Defined Contributions (DC); Self-Funded Welfare Benefit Plan (W); Other (O) – Attach explanation

**Plan Status: Active (A); Frozen (F); Sold (S); Termination (T) – If any plan has been terminated, indicate date of transaction

2. Is each plan reviewed periodically to assure there are no violations of ERISA (e.g., prohibited transactions or party-in-interest rules)? Yes ☐ No ☐

   If “No”, please provide details on a separate page

3. Does any plan (a) not conform to the standards of eligibility, participation, vesting, blackout notification requirements and other provisions of ERISA or similar foreign law; or (b) hold employer securities or employer real property in violation of ERISA or in excess of ERISA limits? Yes ☐ No ☐

   If “Yes”, please provide details on a separate page

4. Has any plan (a) been the subject of an investigation by the DOL, IRS, or any similar foreign agency; (b) had its tax exempt status withdrawn or threatened to be withdrawn by the IRS; (c) filed for an exemption from a prohibited transaction; or (d) received an adverse opinion as to its
financial condition by an independent public accountant? Yes ☐ No ☐
If “Yes”, please provide details on a separate page

5. If any plan is a defined benefit plan, has such plan (a) experienced an event reportable to the PBGC; (b) not been certified by an actuary to be adequately funded in accordance with ERISA’s minimum funding standard; or (c) been converted into a cash balance plan benefit or is such conversion expected in the next 12 months? If there are no defined benefit plans, please check “N/A”. Yes ☐ No ☐ N/A ☐

6. Has any plan (a) been amended within the last 12 months in a way that will result in the reduction of benefits or are any such amendments anticipated within the next 12 months; or (b) been merged with another plan, terminated or sold within the past 2 years or is any such merger, termination or sale anticipated in the next 12 months? If “Yes”, please provide details of implementation, disclosure and any relevant blackout periods. Yes ☐ No ☐

7. Are there any outstanding or delinquent plan contributions or plan loans, leases or debt obligations that are in default or classified as uncollectible? Yes ☐ No ☐
If “Yes”, please provide details on a separate page

8. Does the employer, committee or employer representatives, or union board of trustees have final say over the determination of whether benefits will be paid under any healthcare plan sponsored by the Organization? Yes ☐ No ☐
If “Yes”, please identify the names of such plans on a separate page

9. Does any plan invest in a mutual fund, collective trust or similar investment pool that receives investment management services from the Organization for a fee? Yes ☐ No ☐
If “Yes”:
   How often are these fees reviewed by the trustees for fairness? Are these fees disclosed to participants? Yes ☐ No ☐

10. Does the Insured Organization handle any investment decisions in house? Yes ☐ No ☐
If “Yes”, please provide details on a separate page

11. Have there been any mergers of Plans or any Plan terminations during the last 24 months? (If “Yes”, please provide details on a separate page) Yes ☐ No ☐

12. Are any Plans non-compliant with plan agreements or ERISA? (If “Yes”, please provide details on a separate page) Yes ☐ No ☐

13. Has any Plan experienced any assessment of fees, fines or penalties under any voluntary compliance resolution program or by any governmental authority against any plan? (If “Yes”, please provide details on a separate page) Yes ☐ No ☐

VI. PRIOR KNOWLEDGE

1. Has there been, or is there now any claim(s) pending against the Organization or its Subsidiaries, or any person proposed for insurance that is based upon or arises from acts, errors or omissions in a capacity as Director, Officer, Employee or Fiduciary of the Organization or its Subsidiaries (including but not limited to demands by past, present or potential Employees and administrative proceedings)? Yes ☐ No ☐
(If “Yes”, please give details)
2. Does any person proposed for this insurance have knowledge of any fact, circumstance or situation involving the Organization, its Subsidiaries or the Directors, Officers, Employees or Fiduciaries of the Organization or its Subsidiaries which he/she has reason to believe might result in any future claim(s) which might fall within the scope of proposed insurance?  
Yes ☐ No ☐

(If “Yes”, please give details) ____________________________________________


Without prejudice to any other rights and remedies of the Insurer, the Insureds understand and agree that if such fact, circumstance, or situation exists, whether or not disclosed in response to question 2 in Section III Prior Knowledge above, any claim or action arising from such fact, circumstance, or situation is excluded from coverage under any policy issued by the Insurer.

The undersigned authorized Officer of the Organization, on behalf of the Organization and its Subsidiaries, and on behalf of the Directors and Officers of the Organization and its Subsidiaries declares that to the best of his/her knowledge and belief, the information, particulars, documents, representations and statements contained in, attached or referred to in this application for insurance and/or as a result of the underwriting process are true and accurate and recognizes that the Insurer, in issuing this policy, will rely on such information, particulars, documents, representations and statements.

Although the signing of this application does not bind the undersigned to effect insurance, the undersigned agrees, on behalf of the Organization and its Subsidiaries, and on behalf of the Directors and Officers of the Organization and its Subsidiaries, that the information, particulars, documents, representations and statements contained in, attached or referred to in this application for insurance and/or as a result of the underwriting process shall be the basis of the contract should a policy be issued and that this application will be attached to and will become part of such policy. The Insurer is hereby authorized to make any investigation and inquiry it deems necessary in connection with this application.

NOTE: This application must be signed by the Chairman of the Board, President or Executive Director and dated within thirty (30) days of the effective date of coverage.

The undersigned authorized Officer agrees that if the information supplied on this application changes between the date of this application and the effective date of the insurance, he/she (undersigned) will immediately notify the Insurer of such changes, and the Insurer may withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance.

Signature ______________________ Title ____________________________

(Chairman of the Board, President or Executive Director)

Date __________________________ Organization _____________________

Submitted By ___________________ Date ____________________________

(Producer)
SIGNATURE REQUIRED

NEW YORK FRAUD STATEMENT
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Applicant’s Signature

No Signature Required

Date

ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ALABAMA FRAUD STATEMENT
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ALASKA FRAUD STATEMENT
A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

ARIZONA FRAUD STATEMENT
For your protection Arizona law requires the following statement to appear on this form: Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

CALIFORNIA FRAUD STATEMENT
For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

COLORADO FRAUD STATEMENT
It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DELAWARE FRAUD STATEMENT
Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

DISTRICT OF COLUMBIA FRAUD STATEMENT
WARNING: It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA FRAUD STATEMENT
Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII FRAUD STATEMENT
For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

IDAHO FRAUD STATEMENT
Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.
INDIANA FRAUD STATEMENT
Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

KANSAS FRAUD STATEMENT
An act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

KENTUCKY FRAUD STATEMENT
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE FRAUD STATEMENT
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND FRAUD STATEMENT
Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MINNESOTA FRAUD STATEMENT
Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NEW HAMPSHIRE FRAUD STATEMENT
Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY FRAUD STATEMENT
Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO FRAUD STATEMENT
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

OHIO FRAUD STATEMENT
Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA FRAUD STATEMENT
WARNING: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON FRAUD STATEMENT
Any person who knowingly files a claim containing a false or deceptive statement for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

Pennsylvania FRAUD STATEMENT
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
PUERTO RICO FRAUD STATEMENT

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.