

ATAIN
SPECIALTY
INSURANCE COMPANY

30833 Northwestern Hwy., Ste. 220, Farmington Hills, MI 48334

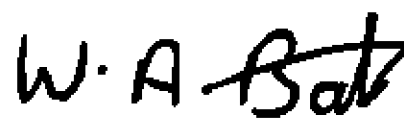
This Policy may contain one or more of these coverages:

COMMERCIAL PROPERTY
COMMERCIAL LIABILITY
CRIME
INLAND MARINE
COMMERCIAL AUTO
DIRECTORS & OFFICERS LIABILITY
OWNERS & CONTRACTORS PROTECTIVE
PERSONAL INLAND MARINE

IN WITNESS WHEREOF, the company has caused this policy to be signed by its President and its Secretary and countersigned on the declarations page by a duty authorized representative of the company.



Secretary



President

(Attach Declarations Page, Coverage Parts, Schedules and Endorsements, if any, here)

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:	EFFECTIVE DATE:	NAMED INSURED:
NDS01152	08/ 20/ 2021	MERIDIAN LAKE PARK CORPORATION

AF100 04-19 POLICY JACKET
 SOFAE 09-10 SCHEDULE OF FORMS

COMMERCIAL FORMS

AF001772 08-17 ATAIN INSURANCE COMPANIES CLAIM REPORTING INFO

NON PROFIT D&O LIABILITY

ASICNPDOLDEC 09-11 DECLARATIONS PAGE
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 NPDOL0001 05-14 NON-PROFIT PROFESSIONAL LIABILITY CONDITIONS
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 NPDOL0021 09-11 USA & TERRITORIES END
 NPDOL0025 10-12 BUILDER/DEVELOPER EXCL
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 NPDOL0043 11-14 AMENDATORY ENDORSEMENT
 NPDOL0044 11-14 AMENDATORY ENDORSEMENT
 NPDOL0046 09-11 FAIR LABOR STANDARDS ACT SUBLIMIT END

ADDITIONAL FORMS

ATAIN INSURANCE COMPANIES CLAIM REPORTING INFORMATION

Your insurance policy has been placed with an Atain Insurance Company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

HOW TO REPORT A CLAIM

E-mail at claims@atainins.com, fax at 248-539-6092, or visit our website at www.atainins.com.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss / accident
- Details of the loss / accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number.

Please also refer to your policy for specific claim reporting requirements.

Thank you for your business and as always, we appreciate the opportunity to serve you.

Previous No.: NEW		Policy Number: NDS01152	
A. NAME OF INSURED ENTITY: MERIDIAN LAKE PARK CORPORATION Principal address: 42 STATE VIEW LN CRESTED BUTTE State of Incorporation:		AGENT: BURNS & WILCOX, LTD. 400 BURNS & WILCOX CENTER 7807 E. PEAKVIEW AVE CENTENNIAL CO 80111	
B. [Policy Period:] Effective from: 08/ 20/ 2021		To: 08/ 15/ 2022	
both days at 12:01 a.m. standard time [at the address stated in Item A]			
ATAIN SPECIALTY INSURANCE COMPANY			
NON-PROFIT PROFESSIONAL LIABILITY INSURANCE			
This is a claims made policy, which applies only to "CLAIMS" first made during the "POLICY PERIOD", or an applicable extended reporting period.			
POLICY DECLARATIONS			
C. LIMIT OF LIABILITY EACH POLICY PERIOD:		\$ 1,000,000 Limit	
COVERAGE PART A: DIRECTORS AND OFFICERS LIABILITY		\$ 1,000,000 Limit	
COVERAGE PART B: EMPLOYMENT PRACTICES LIABILITY		\$ 1,000,000 Limit	
D. RETENTION:		\$ 2,500 PART A Each and Every Loss \$ 2,500 PART B	
E. RETROACTIVE DATE:		NONE	
F. PREMIUM:		\$2,000.00	
SURPLUS LINES TAX		67.50	
POLICY FEE		250.00	
POLICY TOTAL		2317.50	
G. FORM NUMBER OF ENDORSEMENTS ATTACHED AT ISSUANCE:			
SEE SCHEDULE OF FORMS AND ENDORSEMENTS			
The declaration page and endorsements and/or forms listed above and attached hereto together with the completed and signed application shall constitute the contract between the Insured and the Company.			

Dated: 08/ 23/ 2021 EDENG

This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.

ATAIN SPECIALTY INSURANCE COMPANY
Samuel Carson
 Authorized Representative

ASICNPOLDEC 09/ 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INFRINGEMENT, MISAPPROPRIATION AND
UNFAIR COMPETITION EXCLUSION**

**THIS ENDORSEMENT APPLIES TO ALL COVERAGE PARTS PROVIDED UNDER
THIS POLICY.**

It is hereby agreed that this policy shall not apply to any "claim," "suit," or liability, arising, in whole or in part, out of:

- A. Any infringement upon or dilution of copyright, trademark, patent, title, slogan, service mark, service name or trade dress, whether or not pertaining to or alleged in conjunction with any "advertisement";
- B. Any invasion or infringement of or interference with the right of privacy or publicity including, but not limited to, intrusion, public disclosure of private facts, unwarranted or wrongful publicity, false light or the use of any name or likeness for profit;
- C. Plagiarism or misappropriation of information, trade secrets, any ideas or style of doing business;
- D. "Unfair competition" as defined by statute or common law, whether or not pertaining to or alleged in conjunction with a claim of plagiarism, misappropriation of any information or ideas, piracy, any "advertisement," infringement or dilution of copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name.

All other terms and conditions of this policy remain unchanged.

This endorsement is effective on the inception date of this policy unless otherwise stated herein. (The information below is required only when this endorsement is issued subsequent to preparation of this policy).

Policy Number: NDS01152

Named Insured: MERIDIAN LAKE PARK CORPORATION

Endorsement Effective Date: 08/ 20/ 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Number	Inception Date 08/ 20/ 2021	Expiration Date 08/ 15/ 2022
Endorsement Effective	Policy Number NDS01152	
Named Insured MERIDIAN LAKE PARK CORPORATION		

A.The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A –Bodily Injury And Property Damage Liability:

2.Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.Testing for a communicable disease;
- c.Failure to prevent the spread of the disease; or
- d.Failure to report the disease to authorities.

B.The following exclusion is added to Paragraph 2 . Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2.Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

Non Profit Professional Liability Policy

This policy jacket together with the declarations page, coverage forms and endorsements, if any, complete this policy

Does not apply in MI & PA

220 Kaufman Financial Center, 30833 Northwestern Highway, Farmington Hills, MI 48334
248/ 932-9000 800/ 521-1918 Fax 248/ 932-9040

Non Profit Professional Liability Common Policy Conditions

The following terms and conditions shall apply to Coverage Part A. Non Profit Directors and Officers Liability and to Coverage Part B. Employment Practices Liability, if applicable.

I. DEFENSE, INVESTIGATION AND SETTLEMENT OF CLAIMS

The **INSURED** shall not demand or agree to arbitration of any **CLAIM** without the written consent of the **COMPANY**. The **INSURED** shall not, except at personal cost, make any payment, admit any liability, settle any **CLAIMS**, assume any obligation, or incur any expense without the **COMPANY'S** written consent. The **COMPANY**, as it deems expedient, has the right to investigate, adjust, defend, appeal and, with the consent of the **INSURED**, negotiate the settlement of any **CLAIM** whether within or above the Retention. If the insured refuses to consent to a settlement recommended by the **COMPANY**; the **COMPANY** is not obligated to pay any **LOSS** or defend any **CLAIM** after the Limit of Liability has been exhausted by payment of **LOSS**. The **COMPANYS** obligation to the **INSURED** for **DEFENSE COSTS** and **LOSS** attributable to such **CLAIM(s)** shall be limited to:

- (a) The amount of the covered **LOSS** in excess of the Retention which the **COMPANY** would have paid in settlement at the time the **INSURED** first refused to settle;
- (b) Plus covered **DEFENSE COSTS** incurred up to the date the **INSURED** first refused to settle;
- (c) Plus seventy five percent (75%) of covered **LOSS** and **DEFENSE COSTS** in excess of the first settlement amount recommended by the **COMPANY** to which the **INSURED** did not consent.

It is understood that payment of (a),(b),and (c) above, is the limit of the **COMPANYS** liability under this Policy on any **CLAIM** in which the **INSURED** fails or refuses to consent to the **COMPANYS** settlement recommendation, subject at all times to the Limits of Liability and Retention provisions of the applicable coverage section. The remaining twenty five percent (25%) of **LOSS** and **DEFENSE COSTS** in excess of the amount reference in (a) and (b) above shall be the obligation of the **INSURED**.

The **INSURED** agrees to cooperate with the **COMPANY** on all **CLAIMS**, and provide such assistance and information as the **COMPANY** may reasonably request. Upon the **COMPANY'S** request, the **INSURED** shall submit to examination and interrogation by a representative of the **COMPANY**, under oath if required, and shall attend hearings, depositions, and trials, and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **COMPANY'S** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **COMPANY**. The **INSURED** further agrees not to take any action which may increase the **INSURED'S** exposure for **LOSS** or **DEFENSE COSTS**.

The **INSURED** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **INSURED** may have, including the execution of such documents as are necessary to enable the **COMPANY** to bring suit in their name, and shall provide all other assistance and cooperation which the **COMPANY** may reasonably require.

II. NOTICE/ REPORTING OF POTENTIAL CLAIMS

Notice hereunder shall be given in writing to the **COMPANY**. If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

- A. The **INSURED** shall, as a condition precedent to the obligations of the **COMPANY** under this Policy, give written notice to the **COMPANY** of any **CLAIM** made against the **INSURED** as soon as practicable during the **POLICY PERIOD**. There shall be no coverage for any **CLAIM** reported to the **COMPANY** later than sixty (60) days after the expiration of this Policy or after the expiration of any applicable Extended Reporting Period.

B. If written notice of a **CLAIM** has been given to the **COMPANY** pursuant to Clause II. A. above, then any **CLAIM** which is subsequently made against the **INSURED** and reported to the **COMPANY** alleging, arising out of, based upon or attributable to the facts alleged in the **CLAIM** of which such notice has been given, or alleging any **WRONGFUL ACT** or **WRONGFUL EMPLOYMENT ACT** which is the same as or related to any **WRONGFUL ACT** or **WRONGFUL EMPLOYMENT ACT** alleged in the **CLAIM** of which notice has been given, shall be considered made at the time such notice was given.

C. If during the **POLICY PERIOD** the President, Executive Director or member of the Board of Directors of the **INSURED** or individual signing the most recent application shall become aware of any circumstances which may reasonably be expected to give rise to a **CLAIM** being made against an **INSURED**, the **INSURED** shall give written notice to the **COMPANY** of the circumstances and the reasons for anticipating such a **CLAIM** with full particulars as to dates and persons involved. Any **CLAIM** which is subsequently made against an **INSURED** and reported to the **COMPANY** alleging, arising out of, based upon or **WRONGFUL ACT** or **WRONGFUL EMPLOYMENT ACT** which is the same as or related to any **WRONGFUL ACT** or **WRONGFUL ACT** alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given provided the **CLAIM** is in fact first made and reported to the **COMPANY** during a Policy the **COMPANY** has issued to the **ENTITY** or during any Extension Period or within two years of the date of termination or non-renewal of the **ENTITY'S** coverage.

III. CANCELLATION OR NON-RENEWAL

This Policy may be canceled by the **ENTITY** by either surrender thereof to the **COMPANY** at its address stated in the Declarations or by mailing to the **COMPANY** written notice requesting cancellation and in either case stating when thereafter such cancellation shall be effective. If canceled by the **ENTITY**, the **COMPANY** shall retain the customary short rate proportion of the premium.

The **COMPANY** may cancel this Policy only in the event of the failure of the **INSURED** to pay the premium when due by mailing to the **ENTITY** written notice when, not less than ten (10) days thereafter, such cancellation shall be effective.

In the event the **COMPANY** refuses to renew this Policy, the **COMPANY** shall mail to the **ENTITY**, not less than sixty (60) days prior to the expiration of the Policy,

written notice of non-renewal. Such notice shall be conclusive of all **INSUREDS**.

The mailing of notice of cancellation or non-renewal shall be sufficient notice and the effective date of cancellation or non-renewal stated in any such notice shall become the end of the **POLICY PERIOD**. Delivery of such written notice by the **ENTITY** or the **COMPANY** shall be equivalent to the mailing.

If the Policy is canceled by the **COMPANY**, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected, or as soon as practicable thereafter.

IV. REPRESENTATIONS AND SEVERABILITY

A. The **INSURED** represents that the particulars and statements contained in the **APPLICATION** are true and agree that (1) those particulars and statements are the basis of this Policy and are to be considered as incorporated into and constituting a part of the Policy; (2) those particulars and statements are material to the acceptance of the risk assumed by the **COMPANY**; and (3) the Policy is issued in reliance upon the truth of such representations.

B. Except for material facts or circumstances known to the person or persons signing the **APPLICATION**, no statement in the **APPLICATION** or knowledge or information possessed by an **INSURED** shall be imputed to any other **INSURED** for the purpose of determining the availability of coverage.

V. SUBROGATION

In the event of any payment under this Policy, the **COMPANY** shall be subrogated to the **INSURED'S** right of recovery therefore against any person or organization and the **INSURED** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The **INSURED** shall do nothing to prejudice such rights.

VI. CHANGES

Notice to any agent or knowledge by any agent shall not effect a waiver or change in any part of this Policy or stop the **COMPANY** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by an endorsement, issued by the **COMPANY** to form a part of this Policy.

VII. AUTHORIZATION CLAUSE AND NOTICES

By acceptance of this Policy, all **INSUREDS** agree that the **ENTITY** shall act on behalf of all **INSUREDS** with respect to the giving and receiving of any return

premiums that may become due under the Policy. Notice to the **ENTITY** shall be directed to the individual named in the **APPLICATION**, or such other person as shall be designated by the **ENTITY** in writing, at the address of the **ENTITY**. Such notice shall be deemed to be notice to all **INSUREDS**. The **ENTITY** shall be the agent of all **INSUREDS** to effect changes in the Policy or purchase Extended Reporting Periods.

VIII. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **COMPANY** unless its consent is endorsed hereon.

IX. OTHER INSURANCE

This Policy shall be excess of and not contribute with other existing insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically written to be in excess of this Policy.

X. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

XI. CHANGES IN EXPOSURE

If after the Inception Date of this Policy:

(1) the **ENTITY** merges into or consolidates with another organization such that the other organization is the surviving organization;

(2) another organization or person or group of organizations and/or persons acting in concert acquires all or substantially all of the assets of the **ENTITY**;

(3) another organization or person or group of organizations and/or persons acting in concert acquires securities or voting rights which result in ownership or voting control by such organization or person or group of organizations or persons of more than 50% of the outstanding securities representing the present right to vote for the election of directors of the **ENTITY**; or

(4) the **ENTITY** experiences a cumulative change of 50% or more of the persons occupying positions on its Board of Directors, the above events referred to as the

"Transaction", this Policy shall continue in full

force and effect to **WRONGFUL ACTS** or **WRONGFUL EMPLOYMENT ACTS** occurring before the Transaction, but coverage will cease as respects actual or alleged **WRONGFUL ACTS** or **WRONGFUL EMPLOYMENT ACTS** occurring after the Transaction. The entire premium For this Policy shall be deemed earned. The **ENTITY** shall have the right to an offer by the **COMPANY** of an Extended Reporting Period.

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

XII. ACTION AGAINST THE COMPANY

A. No action shall lie against the **COMPANY** unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the amount of the **INSURED'S** obligation to pay shall have been finally determined either by judgment against the **INSURED** after actual trial or by written agreement of the **INSURED**, the Claimant or the claimant's legal representative, and the **COMPANY**.

B. Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the **COMPANY** as a party to any action against the **INSURED** to determine the **INSURED'S** liability, nor shall the **COMPANY** be impleaded by the **INSURED** or their legal representatives. Bankruptcy or insolvency of the **INSURED** or their successors in interest shall not relieve the **COMPANY** of its obligations hereunder.

XIII. ACCEPTANCE

This Policy embodies all agreements existing between the parties hereunder or any of their agents relating to this insurance.

XIV. NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

It is agreed that the policy does not apply:

A. Under any liability coverage, to injury, sickness, disease, death or destruction.

(1) with respect to which an **INSURED** under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear

Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or would be D. an insured under any such policy but for its termination upon exhaustion of its limit of liability, or

(2) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, (2) the **INSURED** is, or had this policy not been issued, would be, entitled to indemnity from the United States of America or any agency thereof, with any person or organization.

B. Under any medical payments coverage, or under any supplementary payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of any nuclear facility by and person or organization.

C. Under any liability coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

(1) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of an **INSURED** or (2) has been discharged or dispersed there from;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **INSURED**, or

(3) the injury, sickness, disease, death or destruction arises out of the furnishing by an **INSURED** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

D. As used in this section

HAZARDOUS PROPERTIES includes radioactive, toxic or explosive properties;

NUCLEAR MATERIAL means source material, special nuclear material or byproduct material;

SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL, and by **PRODUCT MATERIAL** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

SPENT FUEL, means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

WASTE means any waste material:

(1) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and

(2) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.

NUCLEAR FACILITY means

(1) any nuclear reactor,

(2) any equipment or device designed or used for (1) separating the isotopes of uranium and plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(3) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **INSURED** at the premises where such equipment or device is located consists of or contains more the 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(4) any structure, basin, excavation, premises or place prepared or used for the storage or;

Disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations:

NUCLEAR REACTOR means any apparatus designed or used to sustain nuclear fission in a self-supporting

chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property the work "injury" or "destruction" includes all forms of radioactive contamination of property.

XV. EXTENDED REPORTING PERIOD

A. If the Policy expires, is cancelled or non-renewed for any reason other than non payment of premium, the Insured shall have the right to purchase an Extended Reporting Period to report and CLAIM(s) first made against an **INSURED** during the twelve (12) months, or twenty-four (24) months or thirty-six (36) months after the effective date of such expiration, cancellation or non-renewal (depending upon the Extended Reporting Period purchased). An Extending Reporting Period shall only apply to a **WRONGFUL ACT** or **WRONGFUL EMPLOYMENT ACT** committed before the date of such expiration, cancellation or non-renewal. For the purpose of this clause, and change in premium terms or terms on renewal shall not constitute a refusal to renew.

B. The additional premium for the Extended Reporting Period shall be 30% of the annual premium set forth in the Policy Declarations for the twelve (12) month period, 75% of the annual premium set forth in the Policy

Declarations for the twenty-four (24) month period, and 120% of the annual premium set forth in the Policy Declarations for the thirty-six (36) month period. The Extended Reporting Period begins on the expiration date or the effective date of cancellation or non-renewal of the Policy. The **INSURED** must notify the **COMPANY** in writing and must pay the additional premium due above no later than thirty (30) days after the effective date of such expiration, cancellation or non-renewal.

C. All premium paid with respect to an Extended Reporting Period shall be deemed fully earned as of the first day of the Extended Reporting Period.

D. The Limits of Liability available during the Extended Reporting Period shall not exceed the balance of the Limits of Liability available on the expiration date or effective date of the cancellation or non-renewal of the Policy

E. Coverage for **CLAIM(s)** first received and reported during the Extended Reporting Period shall be in excess over any other valid and collectible insurance providing coverage for such **CLAIM(s)**.

In Witness Whereof, the COMPANY has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the COMPANY

AUTHORIZED REPRESENTATIVE

Coverage Part A. Non-Profit Directors and Officers Liability

Does not apply in MI & PA

NOTICE: This is a Claims Made Policy. This Policy only covers those **CLAIMS** first made against **INSURED** during the **POLICY PERIOD** or Extended Reporting Period, if purchased. **DEFENSE COSTS** shall be applied against the Retention.

In Consideration of the payment of premium, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to the limit of liability set forth in the Declarations, and subject to all of the terms, conditions and exclusions of this policy, the Company agrees with the **INSURED** as follows

INSURING AGREEMENTS

I. COVERAGE

The **COMPANY** will pay on behalf of the **INSURED** all **LOSS** in excess of the Retention not exceeding the limit of liability for which this coverage applies which the **INSURED**s shall be legally obligated to pay as a result of any **CLAIM** made against the **INSURED** due to a **WRONGFUL ACT**, provided that the **CLAIM** is first made during the **POLICY PERIOD** and written notice of said **CLAIM** is received by the **COMPANY** no later than sixty (60) days after the expiration date of the **POLICY PERIOD** or during any Extended Reporting Period, if applicable.

II. TERRITORY

This policy applies to **WRONGFUL ACTS** committed by an **INSURED** and shall apply worldwide provided that the **CLAIM** is made and suit or arbitration proceedings are brought against the **INSURED** in the United States of America or its territories.

III. FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **CLAIM** first made against the **INSURED**s for **WRONGFUL ACTS** arising solely out of an **INSURED**'s duties on behalf of the **ENTITY** committed prior to the expiration date of this Policy, provided that the **CLAIM** is first made during the **POLICY PERIOD**, or the Extended Reporting Period, if applicable, and written notice of said **CLAIM** is reported to the **COMPANY** as soon as practicable. There shall be no coverage for any **CLAIM** reported to the **COMPANY** later than sixty (60) days after the end of the **POLICY PERIOD** or after the expiration of the Extended Reporting Period, if applicable.

However, coverage shall not apply to any **CLAIM** based upon or arising out of any **WRONGFUL ACT** or circumstance likely to give rise to a **CLAIM** of which any **INSURED** had knowledge or otherwise

had a reasonable basis to anticipate might result in a **CLAIM**, prior to the earlier of:

- A. the inception date of this Policy; or
- B. the inception date of the first Policy of this type the **COMPANY** has issued to the **ENTITY**, provided that the **COMPANY** has written continuous coverage for the **ENTITY** from such date to the inception date of this Policy.

IV. DEFINITIONS

A. **APPLICATION** means:

- (1) the Application for this Policy, a copy of which is attached hereto; and
- (2) the Application(s), including any material herewith, for all previous policies issued by the **COMPANY** providing continuous coverage until the inception date of this Policy together with any material submitted with the Application for this Policy, all of which shall be retained on file and deemed a part of this Policy as if physically attached hereto.

- B. (1) **CLAIM** means any demand made upon the **INSURED** for monetary damages, whether formal or informal, written or oral, as a result of a **WRONGFUL ACT**; or
- (2) any judicial or administrative proceeding initiated against any **INSURED** seeking to hold such **INSURED** responsible for a **WRONGFUL ACT**, including any proceeding conducted by the Equal Employment Opportunity Commission or similar federal, state or local agency and any appeal there from.

A **CLAIM** shall be considered first made when an **INSURED** or its legal representative or agent first receives notice of a **CLAIM**.

- C. **CLAIMS EXPENSES** means fees charged by any lawyer retained by the **COMPANY** and, if authorized by the **COMPANY**, all other fees or costs incurred in the defense of a covered **CLAIM** including expenses for investigation, adjustment and appeal. **CLAIMS EXPENSES** shall not include salaries of employees or officials of the **INSURED** associated with the defense and investigation of a **CLAIM**.
- D. **COMPANY** means the **INSURANCE COMPANY** identified in the Declarations.
- E. **DEFENSE COSTS** means reasonable and necessary legal fees and expenses incurred by the **COMPANY**, or by any attorney designated by the **COMPANY** to defend the **INSURED** resulting from the investigation, adjustment, defense and appeal of a **CLAIM**. **DEFENSE COSTS** include fees, costs, costs of attachment or similar bonds (but without any obligation on the part of the **COMPANY** to apply for or furnish such bonds), but does not include salaries, wages, overhead or benefits expenses of any **INSURED**.
- F. **DOMESTIC PARTNER** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.
- G. **ENTITY** shall mean only the nonprofit organization, association, or corporation, which is named in the Declarations and is legally constituted at the inception date of this policy, and any nonprofit subsidiaries in existence at the time the application attached hereto was completed. Coverage is automatically extended to any nonprofit subsidiaries formed or acquired after the inception date of this policy, provided written advice is given to the **COMPANY** within 120 days of acquisition or formation, and payment of any additional premium as may be required.
- H. **INSURED(S)** means the **ENTITY** named in the Declarations as named insured and any individual who was, now is, or shall be a director, officer, trustee, employee, volunteer, or staff member of the **ENTITY** and shall include any executive, board member or committee member whether salaried or not. **INSURED** shall also include estates, heirs, legal representatives or assigns of deceased persons who were **INSUREDS** at the time of the **WRONGFUL ACT** or when the **CLAIM** is made, and the legal representatives or assigns of the **INSUREDS** in the event of their incompetency, insolvency or bankruptcy.
- I. **LOSS** means any amount which the **INSURED** is legally obligated to pay or which the **ENTITY** shall be required or permitted by law to pay for any **CLAIM** or **CLAIMS** made against them for **WRONGFUL ACTS** and shall include but not be limited to monetary damages, judgments and settlements. **LOSS** shall not include fines or penalties imposed by law and/or any of the following:
- (1) Punitive or exemplary damages or the multiplied portion of any damage award.
 - (2) Criminal nor civil fines or penalties.
 - (3) Taxes;
 - (4) The salaries, wages or overhead expenses any **INSURED** associated with the defense or investigation of a **CLAIM**;
 - (5) Any matters deemed uninsurable under the law pursuant to which this policy shall construed.
- J. **OUTSIDE ENTITY** means any not-for-profit organization that qualifies as such under Section 501(c) of the Internal Revenue Code of 1986 (as amended)
- K. **POLICY PERIOD** means the period from the effective date of this Policy to the Policy expiration date set forth in the Declarations, or its earlier cancellation or termination date, if any.
- L. **SUBSIDIARY** means any nonprofit organization association or corporation of which the **ENTITY** owns more than 50% of the voting stock appoints more than 50% of the board of directors.
- M. **WRONGFUL ACT** means any actual or alleged negligent act, error or omission, misstatement misleading statement, or breach of duty committed by an **INSURED** in the performance of duties on behalf of the **ENTITY**.

This policy does not apply to:

- A. Any **CLAIM** based upon, alleging or arising out of the gaining of any personal profit or advantage which the **INSURED** is not legally entitled.
- B. Any **CLAIM** based upon or arising out of any **INSURED** committing in fact, any fraudulent or dishonest act, however, notwithstanding the foregoing, the **INSURED** shall be protected under the terms of this policy as to any **CLAIMS** upon which suit is brought against them by reason of any alleged dishonesty on the part of the **INSURED**, unless a judgment or other final adjudication thereof, adverse to the **INSURED**, shall establish that acts of active and deliberate dishonesty committed by the **INSURED** with actual dishonest purpose and intent, were material to the cause of action so adjudicated.
- C. Any **CLAIM** alleging damages, whether direct, indirect, or consequential arising from or caused by bodily injury, personal injury, sickness, disease or death.
- D. Any **CLAIM** arising out of or alleging **LOSS** or criminal abstraction of, damage to or destruction of any tangible property or the **LOSS** of use of such property by reason of the foregoing.
- E. Any **CLAIM** arising, based upon or arising out of defamation, including but not limited to, libel or slander, or a publication or utterance in the course of or related to advertising, broadcasting, or telecasting activities conducted by or on behalf of the **ENTITY**.
- F. Any **CLAIM** alleging the willful violation of any statute or ordinance committed by or with the knowledge or consent of any **INSURED**.
- G. Any **CLAIM** alleging, based upon or arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, including ground water

sources, whether gradual or sudden, intentional or accidental.

- H. Any **CLAIM** alleging, based upon or arising out of the **INSURED'S** activities in a fiduciary capacity as respects to any employee benefit plan, including any ERISA liability.
- I. Any **CLAIM** alleging, based upon or arising out of **CLAIMS**, demands or actions seeking relief or redress in any form other than money damages, or for claimant/plaintiff attorney fees or expenses relating to **CLAIMS**, demands or actions seeking relief or redress in any form other than money damages.
- J. Any **CLAIMS**, demands or actions seeking relief or redress for either a willful, intentional, knowing, tortious or negligent breach of, failure to perform in whole or part, any oral, written or implied contract between the **INSURED** and any other person, except any oral, written or implied contract relating to that persons employment by the **INSURED**.

VI. ENTIRE AGREEMENT

- A. It is agreed that the particulars and statements contained in the application, a copy of which is attached hereto, and the Declarations are reaffirmed as of the inception date of this policy.
- B. Any fact pertaining to any **INSURED** shall not be imputed to any other **INSURED** for the purpose of determining the application of any of the exclusions in Section V and any amendments thereto.
- C. In issuing this policy, the **COMPANY** has relied on the declarations and statements which are contained in the application and which are deemed to be incorporated in this policy, provided, however, that except for material circumstances known to the person who subscribed the application, any misstatement or omission in such application in respect of a specified **WRONGFUL ACT** by a particular **INSURED** or his cognizance of any manner which he has reason to suppose might afford ground for a future **CLAIM** against him shall not be imputed to any other **INSURED** for the purpose of determining the availability of coverage under this policy.

- A. All judgments, awards and **CLAIMS** for prejudgment interest are included within the policy limits. Payment of prejudgment interest reduces the policy limits by the amount paid.
- B. The Limit of Liability specified in the Declarations as the Limit for each **CLAIM** shall be the maximum liability for **LOSS** for each **CLAIM** to which this Coverage Part applies.
- C. The **COMPANY** shall only be liable to pay, subject to the limit of liability, for **LOSS** in excess of the retention stated in the Declaration for each and every **LOSS** hereunder. The **INSURED** agrees that such retention shall be uninsured.
- D. The retention may only be satisfied by an actual cash payment by the **ENTITY** or the **INSURED**. The retention may not be satisfied by the release of a **CLAIM** or counterclaim.
- E. In the event this policy is extended in accordance with the provisions of the discovery period, the **COMPANY'S** total liability shall not exceed the aggregate limit of liability stated on the Declarations page
- F. Defense Costs shall be in addition to the Limit of Liability as shown in the Declarations, except for when item G. below applies
- G. the Limit of Liability for the Extended Reporting Period, if applicable, shall be part of and not in addition to the limit specified in the Declarations.

VIII. SPOUSAL AND DOMESTIC PARTNER EXTENSION

If a **CLAIM** against an **INSURED** includes a **CLAIM** against the lawful spouse or **DOMESTIC PARTNER** of such **INSURED** solely by reason (a) such spousal or **DOMESTIC PARTNER** status; or (b) such spouse's or **DOMESTIC PARTNER'S** ownership interest in property or assets that are sought as recovery for **WRONGFUL ACTS**; any **LOSS** which such spouse or **DOMESTIC PARTNER** becomes legally obligated to pay on account of such **CLAIM** shall be deemed **LOSS** which the **INSURED** becomes legally obligated to pay as a result of the **CLAIM**.

Policy, including the **RETENTION**, applicable to any **CLAIM** against or **LOSS** sustained by such **INSURED** shall also apply to this coverage extension.

The extension of coverage afforded by this Section VIII shall not apply to the extent the **CLAIM** alleges any **WRONGFUL ACT**, error, omission, misstatement, misleading statement or neglect or breach of duties by such spouse or **DOMESTIC PARTNER**.

IX. EXTENSION FOR OUTSIDE DIRECTORSHIP ACTIVITIES

Subject to the terms, conditions, exclusions and limitations of this Policy, coverage shall be extended under this Policy for any **CLAIM** against any director, officer or trustee of the **INSURED** while acting in the capacity of a director, officer or trustee of any **OUTSIDE ENTITY**, and performing duties related to the conduct of the **OUTSIDE ENTITY'S** business, but only if such service is at the written request of the **INSURED**. Coverage under this Policy does not extend to any **OUTSIDE ENTITY** or to any other director, officer, trustee, **EMPLOYEE**, temporary worker, volunteer or intern of such **OUTSIDE ENTITY**. Any extension of coverage to any director, officer or trustee of the **INSURED** as provided in this section shall be considered excess of any other indemnity or insurance available to or the director, officer or trustee under a Policy issued to the **OUTSIDE ENTITY** in question. Any payment for **LOSS** under this extension shall reduce the **LIMIT OF LIABILITY** for this coverage part as set forth in the Declaration Page.

This Policy is not valid unless completed by the attachment of Declarations signed by an authorized representative.

Coverage Part B. Employment Practices Liability

NOTICE: This is a **CLAIMS** first made against the **INSURED** during the **POLICY PERIOD** or Extended Reporting Period, if purchased. **DEFENSE COSTS** shall be applied against the Retention.

In consideration of the payment of the premium and reliance upon all statements made and information furnished to the Company, including the statements made in the Application and all attachments and materials submitted therewith, and subject to all the provisions of this Policy, the Company agrees as follows:

INSURING AGREEMENTS

I. COVERAGE

The **COMPANY** will pay on behalf of the **INSURED**s all **LOSS** in excess of the Retention not exceeding the Limit of Liability for which this coverage applies that the **INSURED** shall become legally obligated to pay because of **CLAIMS** first made against the **INSURED** during the **POLICY PERIOD**, for **WRONGFUL EMPLOYMENT ACTS** arising solely out of an **INSURED'S** duties on behalf of the **ENTITY**, provided written notice of said **CLAIM** is received by **COMPANY** no later than sixty (60) days after the expiration date of the **POLICY PERIOD**, or during any Extended Reporting Period, if applicable.

II. TERRITORY

This policy applies to **WRONGFUL EMPLOYMENT ACTS** committed by an **INSURED** and shall apply worldwide provided that the **CLAIM** is made and suit or arbitration proceedings are brought against the **INSURED** in the United States of America or its territories.

III. FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **CLAIM** first made against the **INSURED** for **WRONGFUL EMPLOYMENT ACTS** arising solely out of an **INSURED'S** duties on behalf of the **ENTITY** committed prior to the expiration date of this Policy, provided that the **CLAIM** is first made during the **POLICY PERIOD**, or the Extended Reporting Period, if applicable, and written notice of said **CLAIM** is reported to the **COMPANY** as soon as practicable. There shall be no coverage for any **CLAIM** reported to the **COMPANY** later than sixty (60) days after the end of the **POLICY PERIOD** or after the expiration of the Extended Reporting Period, if applicable.

However, coverage shall not apply to any **CLAIM** based upon or arising out of any **WRONGFUL EMPLOYMENT ACT** or circumstance likely to give rise to a **CLAIM** of which any **INSURED** had knowledge or otherwise had a reasonable basis to anticipate might result in a **CLAIM**, prior to the earlier of:

- A. the inception date of this Policy; or
- B. the inception date of the first Policy of this type the **COMPANY** has issued to the **ENTITY**, provided that the **COMPANY** has written continuous coverage for the **ENTITY** from such date to the inception date of this Policy.

IV. DEFINITIONS

A. **APPLICATION** means:

- (1) the Application for this Policy, a copy of which is attached hereto; and
- (2) the Application(s), including any material herewith, for all previous policies issued by the **COMPANY** providing continuous coverage until the inception date of this Policy together with any material submitted with the Application for this Policy, all of which shall be retained on file and deemed a part of this Policy as if physically attached hereto.

B. **CLAIM** means:

- (1) any demand made upon the **INSURED** for monetary damages, whether formal or informal, written or oral, as a result of a **WRONGFUL EMPLOYMENT ACT** or

- (2) any judicial or administrative proceeding initiated against any **INSURED** seeking to hold such **INSURED** responsible for a **WRONGFUL EMPLOYMENT ACT**, including any proceeding conducted by the Equal Employment Opportunity Commission or similar federal, state or local agency and any appeal therefrom.

A **CLAIM** shall be considered first made when an **INSURED** or its legal representative or agent first receives notice of a **CLAIM**.

- C. **CLAIMS EXPENSES** means fees charged by any lawyer retained by the **COMPANY** and, if authorized by the **COMPANY**, all other fees or costs incurred in the defense of a covered **CLAIM** including expenses for investigation, adjustment and appeal. **CLAIMS EXPENSES** shall not include salaries of employees or officials of the **INSURED** associated with the defense and investigation of a **CLAIM**.
- D. **COMPANY** means the insurer identified in the Declarations.
- E. **DEFENSE COSTS** means reasonable and necessary legal fees and expenses incurred by the **COMPANY**, or any attorney designated by the **COMPANY** to defend the **INSUREDS**, resulting from the investigation, adjustment, defense and appeal of a **CLAIM**. **DEFENSE COSTS** include other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the **COMPANY** to apply for or furnish such bonds), but does not mean salaries, wages, overhead or benefits expenses of any **INSURED**.
- F. **DISCRIMINATION** means:
- (1) the **WRONGFUL TERMINATION** of an employment relationship;
 - (2) a demotion or failure to hire or promote any individual; or
 - (3) any other limitation or classification of an **EMPLOYEE** or applicant for employment which would deprive any individual of employment opportunities or adversely affect any individual's status as an **EMPLOYEE**; because of race, color, religion, age, sex, disability, pregnancy, national origin, marital status, sexual orientation or other protected class; or

characteristic established under applicable federal, state, or local statute or ordinance, regulation or order.

G. **DOMESTIC PARTNER** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

H. **EMPLOYEE** means any person whose labor or service is engaged by and directed by the **ENTITY** and includes leased, part-time, seasonal and temporary workers and volunteers. An **EMPLOYEE'S** status as an **INSURED** will be determined as of the date of the **WRONGFUL EMPLOYMENT ACT** which results in the **CLAIM**.

I. **ENTITY** shall mean only the nonprofit organization, association, or corporation, which is named in the Declarations and is legally constituted at the inception date of this policy, and any nonprofit subsidiaries in existence at the time the application attached hereto was completed. Coverage is automatically extended to any nonprofit subsidiaries formed or acquired after the inception date of this policy, provided written advice is given to the **COMPANY** within 120 days of acquisition or formation, and payment made of any additional premium as may be required.

J. **HARASSMENT** means:

- (1) Sexual **HARASSMENT** including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that are made a condition of employment, are used as a basis for employment decisions, or create a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance; or
- (2) other workplace **HARASSMENT** which creates a work environment that is hostile, intimidating or offensive or that otherwise interferes with performance.

K. Individual **INSUREDS** means any persons who were, now are, or shall be directors, trustees, officers, **EMPLOYEES**, volunteers or committee members of the **ENTITY**, including their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

- L. **INSURED(S)** means the **ENTITY** named in the Declaration and any individual who was, now is, or shall be a director, officer, trustee, employee, volunteer, or staff member of the **ENTITY** and shall include any executive, board member or committee member whether salaried or not. **INSURED** shall also include estates, heirs, legal representatives or assigns of deceased persons who were **INSUREDS** at the time of the **WRONGFUL EMPLOYMENT ACT** or when the **CLAIM** is made, and the legal representatives or assigns of the **INSUREDS** in the event of their incompetency, insolvency or bankruptcy.
- M. **LOSS** means any amount which the **INSURED** is legally obligated to pay or which the **ENTITY** shall be required or permitted by law to pay for any **CLAIM** or **CLAIMS** made against them for **WRONGFUL EMPLOYMENT ACTS** and shall include but not be limited to monetary damages, judgments and settlements. **LOSS** shall not include fines or penalties imposed by law and/or any of the following:
- (1) Punitive or exemplary damages or the multiplied portion of any damage award.
 - (2) Criminal nor civil fines or penalties.
 - (3) Taxes;
 - (4) The salaries, wages or overhead expenses of any **INSURED** associated with the defense or investigation of a **CLAIM**;
 - (5) Any matters deemed uninsurable under the law pursuant to which this policy shall construed.
- N. **POLICY PERIOD** means the period from the effective date of this Policy to the Policy expiration date set forth in the Declarations, or its earlier cancellation or termination date, if any.
- O. **RETALIATION** means any actual or alleged retaliatory treatment against an **EMPLOYEE** because of:
- (1) the exercise of or attempt to exercise an **EMPLOYEE'S** rights under law;
 - (2) an **EMPLOYEE'S** disclosure of or threat to disclose to a governmental agency or superior acts of actual or alleged wrongdoing by any **INSURED**;
 - (3) the filing of any **CLAIM** under any federal, state or local "whistle-blower" law including the Federal False Claims Act; or
 - (4) **EMPLOYEE** strikes or slowdowns.
- P. **SUBSIDIARY** means any nonprofit entity, association or corporation, of which the **ENTITY** owns more than 50% of the voting stock, or in cases where no stock has been issued, controls such **SUBSIDIARY** at the time of Policy inception, and shall be limited to any **SUBSIDIARY** identified as such in the Application.
- After the Inception Date of this Policy, **SUBSIDIARY** shall also include any non profit entity whose assets total less than 25% of the total consolidated assets of the **ENTITY** as of the inception date of this Policy, and which becomes a **SUBSIDIARY** during the **POLICY PERIOD**. The **ENTITY** shall provide the **COMPANY** with full particulars of the new **SUBSIDIARY** as soon as practicable, but no later than the expiration of this Policy.
- An entity which becomes a **SUBSIDIARY** during the **POLICY PERIOD** whose assets total 25% or more of the total consolidated assets of the **ENTITY** as of the inception date of this Policy shall be covered as a **SUBSIDIARY** only if:
- (1) the **ENTITY** provides written notice to the **COMPANY** of such **SUBSIDIARY** as soon as practicable, but within 60 days of the entity becoming a **SUBSIDIARY**;
 - (2) the **ENTITY** provides the **COMPANY** with such information as the **COMPANY** may deem necessary;
 - (3) the **ENTITY** accepts any special terms, conditions, exclusions or additional premium charge as may be required; and

- (4) the **COMPANY**, at its sole discretion, agrees to provide such coverage.

A **SUBSIDIARY** which is sold or dissolved:

- (1) after the inception date of this Policy and which was an **INSURED** under this Policy; or
- (2) prior to the inception date of this Policy and which was an **INSURED** under a prior Policy issued by the **COMPANY**; shall continue to be an **INSURED**, but only with respect to **CLAIMS** first made during the **POLICY PERIOD** or Extended Reporting Period, if applicable, arising out of **WRONGFUL EMPLOYMENT ACTS** committed or allegedly committed during the time that the entity was a **SUBSIDIARY** of the **ENTITY**.

Q. **THIRD PARTY** means any person(s) with whom an **INSURED** in their capacity as such interacts

R. **THIRD PARTY DISCRIMINATION** means **DISCRIMINATION** by an **INSURED** in their capacity as such against a **THIRD PARTY** based upon such **THIRD PARTY'S** race, religion, age, sex, disability, national origin, **SEXUAL** orientation or other protected class or characteristic established under applicable federal, state or local statute or ordinance.

S. **THIRD PARTY SEXUAL HARASSMENT** means any unwelcome **SEXUAL** advances, requests for **SEXUAL** favors or other verbal or physical conduct of a **SEXUAL** nature that is made by an **INSURED** in their capacity as such against a **THIRD PARTY**.

T. **WRONGFUL EMPLOYMENT ACT(S)** means any actual or alleged act of:

- (1) **DISCRIMINATION**;
- (2) **HARASSMENT**;
- (3) **RETALIATION**;
- (4) **WRONGFUL TERMINATION**;
- (5) employment related misrepresentation;
- (6) negligent evaluation, training or supervision of **EMPLOYEES**;

- (7) failure to enforce adequate policies and procedures relating to any **WRONGFUL EMPLOYMENT ACT**;

- (8) wrongful discipline;

- (9) wrongful deprivation of career opportunity;

- (10) negligent violation of the Family Leave Act of 1993;

- (11) acts described in clauses (1) through (10) above arising from the use of the **ENTITY'S** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **ENTITY'S** Internet, e-mail, telecommunication or similar systems; committed or allegedly committed by the **ENTITY** or by an Individual **INSURED** acting solely within his/ her capacity as such involving any **EMPLOYEE**, former **EMPLOYEE** or applicant for employment with the **ENTITY**; or asserted against any **INSURED** because of his/ her status as such.

WRONGFUL EMPLOYMENT ACT shall also include any actual or alleged act of:

(12) **THIRD PARTY DISCRIMINATION**

(13) **THIRD PARTY SEXUAL HARASSMENT**

It is further agreed that the same **WRONGFUL EMPLOYMENT ACT**, and interrelated series of **WRONGFUL EMPLOYMENT ACTS** or a series of similar or related **WRONGFUL EMPLOYMENT ACTS** by one or more **INSURED** shall be deemed to be one **WRONGFUL EMPLOYMENT ACT** and to have commenced at the time of the earliest **WRONGFUL EMPLOYMENT ACT**.

U. **WRONGFUL TERMINATION** means the actual or constructive termination of an employment relationship or the demotion of or the failure to promote any **EMPLOYEE** in a manner which is illegal and wrongful or in breach of an implied agreement to continue employment. **WRONGFUL TERMINATION** shall not include a termination which is or is alleged to be in breach or violation of an express contract of employment or an express obligation to make payments in the event of the termination of employment.

V. EXCLUSIONS

The **COMPANY** shall not be liable to make payment for **LOSS** or **DEFENSE COSTS** in connection with any **CLAIM** made against any **INSURED** arising out of, directly or indirectly resulting from or in consequence of or in any way involving:

- A. any actual or alleged bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including any resulting **LOSS** of use; provided that this exclusion shall not apply to **CLAIMS** for mental anguish, emotional distress, invasion of privacy, or humiliation, libel, slander or defamation that result from a **WRONGFUL EMPLOYMENT ACT**;
- B. conduct of the **INSURED** or at the **INSURED'S** direction that is fraudulent, dishonest or criminal provided that this exclusion will not apply to:
 - (1) **DEFENSE COSTS** incurred until such conduct is proven in fact to be fraudulent, dishonest or criminal; or
 - (2) to the strictly vicarious liability of any **INSUREDS** for the fraudulent, dishonest or criminal conduct of another **INSUREDS**;
- C. any pension, profit sharing, welfare benefit or other **EMPLOYEE** benefit program established in whole or in part for the benefit of any Individual **INSURED**, or based upon, arising out of or in any way involving the Employee Retirement Income Security Act of 1974 (or any amendments thereof or regulations promulgated thereunder) or similar provisions of any federal, state or local statutory law or common law;
- D. any obligation under a worker's compensation, disability benefits, insurance benefits or unemployment compensation law, or any similar law; provided this exclusion will not apply to any **CLAIM** for actual or alleged **RETALIATION**;
- E. any pending or prior litigation or administrative or regulatory proceeding of which an **INSURED** had written notice before the inception date of this Policy; any fact, circumstance, event, situation, or **WRONGFUL EMPLOYMENT ACT** which began before the inception date of this Policy was the subject of any notice under any other similar policy of insurance; or any future **CLAIMS** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged; provided that, if this Policy is a renewal of a policy or policies previously issued by the **COMPANY** and if the coverage provided by the **COMPANY** was continuous from the inception date of the first such other policy to the inception date of this Policy, the reference in this Exclusion will mean the inception date of the first Policy under which the **COMPANY** began to provide continuous coverage to the **INSUREDS**;
- F. any liability or costs incurred by any **INSUREDS** to modify any buildings or property in order to make said building or property more accessible to provide continuous coverage to the **INSUREDS**;
- G. any lockout, strike, picket line, replacement of worker(s) or other similar actions resulting from labor disputes or labor negotiations; provided that this Exclusion will not apply to a **CLAIM** for actual or alleged **RETALIATION**;
- H. any **CLAIM** against any **SUBSIDIARY** or its **INSURED** Persons for any **WRONGFUL EMPLOYMENT ACT** occurring prior to the date that such entity became a **SUBSIDIARY** or any **WRONGFUL EMPLOYMENT ACT** occurring at any time that such entity is not a **SUBSIDIARY**; or the National Labor Relations Act, Labor Management Relations Act and amendments thereto, or any similar state, federal, or local law; provided that this Exclusion will not apply to a **CLAIM** for actual or alleged **RETALIATION**;
- J. the portion of any **CLAIM** covered under any other Coverage Part of this Policy; or
- K. any **INSURED'S** actual or alleged liability for damages under any express contract or agreement; provided that this exclusion does not apply to liability for a **WRONGFUL EMPLOYMENT ACT** which an **INSURED** would have in the absence of the contract or agreement.

VI. ENTIRE AGREEMENT

- A. It is agreed that the particulars and statements contained in the application, a copy of which is attached hereto, and the Declarations are reaffirmed as of the inception date of this policy.
- B. Any fact pertaining to any **INSURED** shall not be imputed to any other **INSURED** for the purpose of determining the application of any of the exclusions in Section V and any amendments thereto.
- C. In issuing this policy, the **COMPANY** has relied on the declarations and statements which are contained in the application and which are deemed to be incorporated in this policy, provided, however, that except for material circumstances known to the person who subscribed the application, any misstatement or omission in such application in respect of a specified **WRONGFUL EMPLOYMENT ACT** by a particular **INSURED** or his cognizance of any manner which he has reason to suppose might afford ground for a future **CLAIM** against him shall not be imputed to any other **INSURED** for the purpose of determining the availability of coverage under this policy.
- C. subject to the Limits of Liability provisions stated above, the **COMPANY** shall be liable to pay only **LOSS** in excess of the Retention specified in the Declarations hereof as respects each and every **CLAIM** to which this Coverage Part applies.
- D. the **COMPANY** shall have no obligation to pay any part or all of the Retention specified in the Declarations for any **CLAIM** on behalf of any **INSURED**. If the **COMPANY**, at its sole discretion, elects to pay any part or all of the Retention, the **INSURED** agrees to repay such amounts to the **COMPANY** upon demand;
- E. the Limit of Liability for the Extended Reporting Period, if applicable, shall be a part of and not in addition to the limit specified in the Declarations;
- F. **CLAIMS** based upon or arising out of the same **WRONGFUL EMPLOYMENT ACT**, interrelated **WRONGFUL EMPLOYMENT ACTS**, or a series of similar or related **WRONGFUL EMPLOYMENT ACTS** shall be considered a single **CLAIM** and shall be considered first made during the **POLICY PERIOD** or Extended Reporting Period in which the earliest **CLAIM** arising out of such **WRONGFUL EMPLOYMENT ACT(S)** was first made and all **DEFENSE COSTS** and **LOSS** for such **CLAIMS** shall be subject to the one Limit of Liability that applies to such earliest **CLAIM**;

VII. LIMITS OF LIABILITY

Regardless of the number of **INSUREDS** under this Policy, **CLAIMS** made or brought on account of **WRONGFUL EMPLOYMENT ACTS** or otherwise, the **COMPANY'S** liability is limited as follows:

- A. the Limit of Liability specified in the Declarations as the Limit for each **CLAIM** shall be the maximum liability for **LOSS** for each **CLAIM** to which this Coverage Part applies;
- B. **DEFENSE COSTS** shall be in addition to the Limit of Liability as shown in the Declarations, except for when Item F. below applies;
- G. the Limit of Liability for this Coverage Part shall apply separately to each consecutive annual period starting with the beginning of the **POLICY PERIOD** shown in the Declarations. If this Policy is issued for a period of more than twelve (12) months but less than twenty four (24) months or if the **POLICY PERIOD** is extended after issuance, the additional period will be deemed part of the last preceding annual period for the purposes of determining the Limit of Liability.

VIII. SPOUSAL AND DOMESTIC PARTNER EXTENSION

If a **CLAIM** against an **INSURED** includes a **CLAIM** against the lawful spouse or **DOMESTIC PARTNER** of such **INSURED** solely by reason (a) such spousal or **DOMESTIC PARTNER** status; or (b) such spouses or **DOMESTIC PARTNER**s ownership interest in property or assets that are sought as recovery for **WRONGFUL ACTS**; any **LOSS** which such spouse or **DOMESTIC PARTNER** becomes legally obligated to pay on account of such **CLAIM** shall be deemed **LOSS** which the **INSURED** becomes legally obligated to pay as a result of the **CLAIM**.

All definitions, exclusion, terms and conditions of the Policy, including the **RETENTION**, applicable to any **CLAIM** against or **LOSS** sustained by such **INSURED** shall also apply to this coverage extension. The extension of coverage afforded by this Section VIII shall not apply to the extent the **CLAIM** alleges any **WRONGFUL ACT**, error, omission, misstatement, misleading statement or neglect or breach of duties by such spouse or **DOMESTIC PARTNER**.

ENDORSEMENT

This Endorsement modifies insurance provided under the following:

NON PROFIT DIRECTORS & OFFICERS LIABILITY

ANTI-TRUST AND UNFAIR TRADE PRACTICES EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is agreed that the Company shall not be liable to make any payment for **LOSS** or **DEFENSE COSTS** in connection with any **CLAIM** made against any **INSURED** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving

"charges of price fixing, restraint of trade, monopolization of unfair trade practices or any actual or alleged violation of:

- (1) the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities;
- (2) any rules or regulations promulgated under or in connection with the statutes described in (1) above; or
- (3) any similar provision of any state, federal or local statutory law or common law."

This Endorsement changes the policy. Please read it carefully.

ENDORSEMENT

This Endorsement modifies insurance provided under the following:

NON PROFIT DIRECTORS & OFFICERS LIABILITY

GENERAL PROFESSIONAL ERRORS & OMISSIONS EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is agreed that the Company shall not be liable to make any payment for **LOSS** or **DEFENSE COSTS** in connection with any **CLAIM** made against any **INSURED** based upon, arising out of, or in any way involving any liability arising out of any error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the **INSURED** in the conduct of any of the activities of the **ENTITY**.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

This Endorsement changes the policy. Please read it carefully.

ENDORSEMENT

This Endorsement modifies insurance provided under the following:

NON PROFIT DIRECTORS & OFFICERS LIABILITY

PERSONAL INJURY EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is agreed that Section V, Exclusion K., is added as follows:

K. Invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, assault, battery, mental anguish and loss of consortium.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

This Endorsement changes the policy. Please read it carefully.

ENDORSEMENT

This Endorsement modifies insurance provided under the following:

NON PROFIT DIRECTORS & OFFICERS LIABILITY

USA & TERRITORIES ENDORSEMENT

In consideration of the premium paid, it is agreed that this policy applies only to **WRONGFUL ACTS** committed by and suits brought against the **INSURED** in the United States of America or its territories, possessions or Puerto Rico.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

This Endorsement changes the policy. Please read it carefully.

ENDORSEMENT

This Endorsement modifies insurance provided under the following:

NON PROFIT DIRECTORS & OFFICERS LIABILITY

BUILDER/DEVELOPER EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is agreed that the Company shall not be liable to make any payment for **LOSS** or **CLAIM EXPENSES** in connection with any **CLAIM** made against any **INSURED** based upon, arising out of, directly or indirectly resulting from, in consequence of, any Claim made by or against any builder, developer, builder/owner, or developer/owner.

All other terms and conditions of the Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

This Endorsement changes the policy. Please read it carefully.

ENDORSEMENT

This Endorsement modifies insurance provided under the following:

NON PROFIT DIRECTORS & OFFICERS LIABILITY

FAILURE TO MAINTAIN INSURANCE EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is agreed that the Company shall not be liable to make any payment for **LOSS** or **CLAIMS EXPENSES** in connection with any **CLAIM** made against any **INSURED** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the failure to effect or maintain insurance, or the cost thereof.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

This Endorsement changes the policy. Please read it carefully.

Endorsement

This Endorsement Modifies insurance provided under the following:
NON PROFIT PROFESSIONAL LIABILITY INSURANCE

AMENDATORY ENDORSEMENT

It is hereby understood and agreed that form NPDOL0003 is amended as follows:

Insuring Agreements, IV Definitions, M. (1), is hereby deleted in its entirety. Furthermore, VII Limits of Liability, A., is deleted and replaced by the following:

- B. the Limit of Liability specified in the Declarations as the Limit for each CLAIM shall be the maximum liability for LOSS for each CLAIM to which this Coverage Part applies, including but not limited to punitive or exemplary damages or the multiplied portion of any damage award.;

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

This Endorsement Changes the Policy. Please Read It Carefully.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This Endorsement modifies insurance provided under the following:

NON PROFIT PROFESSIONAL LIABILITY INSURANCE

AMENDATORY ENDORSEMENT

It is hereby understood and agreed that form NPDOL0002 is amended as follows:

Insuring Agreements, IV Definitions, I. (1), is hereby deleted in its entirety. Furthermore, VII Limit of Liability, B., is deleted and replaced by the following:

- B. the Limit of Liability specified in the Declarations shall be the maximum liability for any one CLAIM, including but not limited to punitive or exemplary damages or the multiplied portion of any damage award, and shall be the aggregate limit for each POLICY PERIOD.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

This Endorsement Changes the Policy. Please Read It Carefully.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This Endorsement Modifies Insurance Provided Under The Following:

NON PROFIT DIRECTORS & OFFICERS LIABILITY

FAIR LABOR STANDARDS ACT SUBLIMIT ENDORSEMENT

It is agreed:

COMMON POLICY CONDITIONS, I. DEFENSE, INVESTIGATION AND SETTLEMENT OF CLAIMS is amended to add the following:

In the case of a **CLAIM** involving an actual or alleged violation of the Fair Labor Standards Act, any Amendments thereto, or the provisions of any similar federal, state, or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act, the **COMPANY** will pay **DEFENSE COSTS** until such time as the \$100,000 Sub-Limit of Liability provided by this endorsement is exhausted by payment of **LOSS** and/ or **DEFENSE COSTS** applicable to actual or alleged violations of the Fair Labor Standards Act, and amendments thereto or the provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act at which point the **COMPANY** shall have no further duty to defend such **CLAIM**.

COVERAGE PART B., INSURING AGREEMENT I. COVERAGE is amended to add the following:

The **COMPANY** will pay on behalf of the **INSURED** a sub-limit of liability of \$100,000 in excess of the Retentions for all **LOSS** and **DEFENSE COSTS** combined that the **INSURED** shall become legally obligated to pay because of **CLAIM(s)** first made against the **INSURED** during the **POLICY PERIOD** or Extended Reporting Period, if applicable, for any actual or alleged violation of the federal Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act including misclassification of or misrepresentation to **EMPLOYEES** under these laws. This sub-limit does not apply to or restrict the Limit of Liability available in A. above, for **CLAIMS** alleging violations of the Equal Pay Act.

COVERAGE PART B., III DEFINITIONS, T. "**WRONGFUL EMPLOYMENT ACT**", is amended to add the following:

- (14) Violation of the federal Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act

COVERAGE PART B, VII. LIMITS OF LIABILITY is amended by addition of the following:

- I. The \$100,000 Sub-Limit of Liability for an actual or alleged violation of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state, or local law regulating minimum wage, working hours, overtime, child labor, record keeping, and other matters regulated under the federal Fair Labor Standards Act shall be a part of and not in addition to the Limit of Liability specified in the Policy Declarations. **DEFENSE COSTS** for **CLAIMS** arising from an actual or alleged violation of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state, or local law regulating minimum wage, working hours, overtime, child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act shall be included within the \$100,000 Sub-Limit of Liability. The \$100,000 Sub-Limit of Liability shall be the maximum liability for **LOSS** and **DEFENSE COSTS** from all **CLAIMS** for actual or alleged violations of the Fair Labor Standards Act, amendments thereto or provisions of any similar federal, state or local law regulating minimum wage, working hours, overtime child labor, record keeping and other matters regulated under the federal Fair Labor Standards Act.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

This Endorsement Changes the Policy. Please Read It Carefully.

AUTHORIZED REPRESENTATIVE