

**Niskayuna Athletics Booster Club, Inc.**  
(NABC for purpose of minutes)  
**Board of Directors**  
**Meeting Date: February 1, 2023**  
**Meeting Location: Virtual <https://meet.google.com/eyt-pyzf-nae>**

1. Call to Order 6:05 p.m.
2. Roll Call of Officers and Directors to ensure quorum (Currently 9 directors so 5 directors are needed to be present for a quorum per Article VI(I))

Andrew Katz	Present
Corey Ausfeld	Present
Therese Assalian	Present
Frank Ferrucci	Present
Terri Dutcher	Present
Mathew Tully	Present
Greta Jansson	Present
Lori Birmingham	Present
Danielle Marquis	Present
Larry Gillooley	Present

3. Minutes: None – This is the first scheduled meeting of the Board of Directors

4. Officers' Reports

- i. President's Report Andrew Katz
  - a. Andy gave a summary of the organizational meeting held on January 12, 2023 to get the new club (now only club) up and running.
- ii. Co-President's Report Corey Ausfeld
  - a. Broken Inn month for Booster Club has been moved from April to May 2023. The Club will receive 3% of sales, as part of the continuing community involvement of The Broken Inn. Perhaps a guest bartender night as well?
- iii. Vice President's Report Therese Assalian
  - a. Therese has had conversations with past sponsors of concession stand donations and also reached out to new organizations. This was in coordination with Lori Birmingham, Concessions Chair.
  - b. A coach present, Amanda Nappi (swimming) inquired about how concessions worked, how the money was allocated among teams, who staffed concessions, etc. Conversation followed.
- iv. Treasurer's Report Frank Ferrucci
  - a. For information about the budget of specific sports teams, go to the Website. Click on "About" and the financial reports are listed by team.
  - b. Receive monthly statements from M&T Bank. Revenue discussed for the early stages of this club.

- v. Secretary's Report Terri Dutcher
    - a. Minutes will be in a common folder on the shared drive of the Club.
    - b. Minutes from the last meeting will be approved and published upon approval at each meeting.
    - c. Parent Square announcements will be generated by the officers and disseminated through John Moskov.
  
  - vi. Parliamentarian's Report Mathew Tully
    - a. No new report. Look under "New Business" for the documentation of this Club since its inception in December: insurance, officers, PO box, etc.
5. Committee Reports
- i. Audit Committee Identified but not appointed.
  
  - ii. Banquet Committee Greta Jansson
    - a. Eager to get a plan in place for banquets.
    - b. There are forms on the NABC website for coaches and/or team directors to use for banquets; reimbursement forms will be there.
    - c. It has been traditional for the Club to pay up to \$35 for the Coaches' meals at the banquet.
    - d. Team members should be kept from attending a banquet due to financial need. The Booster Club should be notified if that is ever the case and will step in to assist.
    - e. Website has a list of some locations, including the HS, that have been used successfully in the past.
  
  - iii. Budget Committee Frank Ferrucci
    - a. Not yet formed
  
  - iv. Council of Captains Andrew Katz
    - a. Each team should have a captain appointed. One will be eligible for membership on this Board.
  
  - v. Council of Coaches Terri Dutcher
    - a. All coaches are considered part of this board and are entitled to attend all meetings.
    - b. There was an informational meeting held for coaches on January 12. Eight coaches attended either online or in person.
    - c. Letters were sent out to the coaches who were unable to attend by co-president Corey Ausfeld. Some have responded.
  
  - vi. Concession Committee Lori Birmingham
    - a. Discussed the possibility of sports that do not traditionally have concessions setting something up.
    - b. Would it be possible for students on other sports teams to assist at concessions?
    - c. How is money divided? What are the nuts and bolts of concessions?
    - d. Food and drinks for concessions are set for the winter.

- |       |                            |  |
|-------|----------------------------|--|
| vii.  | Executive Committee        | Nothing to report  |
| viii. | Fundraising Committee      | Sara Najafipour  |
| ix.   | Membership Committee       | Danielle Marquis   |
|       | a.                         | The new levels for both Individual and Corporate Memberships are posted on the website.  |
|       | b.                         | We received many new members after the Parent Square notification from Superintendent of Schools Carl Mummmenthey was sent out.  |
|       | c.                         | The plan is to wait until later in the spring to hand out the various “swag” associated with the different membership levels, so they can be ordered in one batch.   |
|       | d.                         | Parent Square notices will be sent out in conjunction with the start of spring sports, after February break.   |
| x.    | Nomination Committee       | Corey Ausfeld  |
| xi.   | Special Committees         | None   |
| xii.  | Ad hoc Committees          | None   |
| 6.    | Athletic Director’s Report | Larry Gillooley  |
|       | a.                         | Larry talked to us from 6:20-6:40, and also addressed community questions from many of those attending.  |
|       | b.                         | The role of the AD in relation to this organization is as a liaison & conduit between the coaches and/or team directors.   |
|       | c.                         | Shared progress of winter sports teams.  |
|       | d.                         | February 13, portal poems for Spring Sport sign ups. March 13 is the starting date for HS level sports. March 27 is the starting date for Modified sports practices. Most games begin on or around April 1, 2023.            |
|       | e.                         | Construction: Track isn’t completed yet. They need 15 days of 50 degree temperatures.  |
|       | f.                         | Turf field is for games, not for practices.  |
|       | g.                         | Lacrosse: hopefully a couple of games will be played on the turf, including Senior Nights. We have been paying rent to Union College for use of their field.   |
|       | h.                         | There will be bleachers for the grass fields.  |
|       | i.                         | Track Invitational will again be held at Mohonasen HS. They get the concessions, since they are hosting for us.  |
|       | j.                         | Work is progressing on the baseball and softball fields, in part because of the mild winter. They are currently a bit ahead of the game. Not ready for this season, obviously.   |
| 7.    | Team Director Reports–     |  |
|       | a.                         | Not all positions are filled at this point, or haven’t been conveyed to us.  |
|       | b.                         | The Team Director will serve as a liaison between the teams and this Club, hopefully alleviating the demands on the coaching staff. They will (hopefully) include being a lead on the team for banquets, Senior Nights, etc. |
|       | i.                         | Alpine Ski Boys Vacant   |
|       | ii.                        | Alpine Ski Girls Vacant  |
|       | iii.                       | Baseball Vacant  |
|       | iv.                        | Basketball Boys Vacant   |

v.	Basketball Girls	Vacant
vi.	Bowling Boys	Vacant
vii.	Bowling Girls	Vacant
viii.	Cheerleading	Vacant
ix.	Crew Boys	Vacant
x.	Crew Girls	Vacant
xi.	Cross Country Boys	Vacant
xii.	Cross Country Girls	Vacant
xiii.	Field Hockey	Vacant
xiv.	Football	Vacant
xv.	Golf	Vacant
xvi.	Ice Hockey	Vacant
xvii.	Indoor Track Boys	Vacant
xviii.	Indoor Track Girls	Vacant
xix.	Lacrosse Boys	Vacant
xx.	Lacrosse Girls	Vacant
xxi.	Outdoor Track Boys	Vacant
xxii.	Outdoor Track Girls	Vacant
xxiii.	Soccer Boys	Vacant
xxiv.	Soccer Girls	Vacant
xxv.	Softball	Vacant
xxvi.	Swimming/Diving Girls	Vacant
xxvii.	Swimming/Diving Boys	Vacant
xxviii.	Tennis Boys	Vacant
xxix.	Tennis Girls	Vacant
xxx.	Volleyball Boys	Matt Petrangelo
xxxi.	Volleyball Girls	Vacant
xxxii.	Wrestling Boys	Vacant
xxxiii.	Wrestling Girls	Vacant

8. Unfinished (old) Business

None

9. Privilege of the Members (Any member may raise issues, concerns, or ask questions for a maximum of 3 minutes per member and for a cumulative maximum of 30 minutes for all members. The President or other Directors should attempt to address any issues but this time isn't to debate with members)

- a. Further questions followed about construction project
- b. What happened to the funds from the old booster club that ended in December, including the fall fundraisers?
  - i. Mr. Giloolley said the directors of the previous booster club gave the sports the "okay" to spend down their balances. These expenditures included Sound systems, weight equipment, money toward the baseball trip (long term fundraiser), etc.
  - ii. Most teams have spent their budget down.
  - iii. There is a spreadsheet of what was left; coaches were made aware upon meeting with Larry Giloolley and/or former Booster Club members prior to their dissolution in December.
  - iv. There has been some discussion between the former and the current club; there is one member who was/is part of both.

- c. How does the Booster Club work in connection with teams merged with other districts? This includes hockey and girls' wrestling primarily. How are these district athletes benefiting from the club and also the district, since they aren't funded as much as other teams in the district? (example: hockey families pay a lot out of pocket; girls' wrestling wasn't in the school budget...)
- d. Why do members of some school team sports pay out of pocket? Where does the money go? (indoor track for buses and meet fees; ski team for lift tickets, etc)
- e. Where does the money go that is charged for admission (Football, boys' basketball, boys' wrestling)
- f. Are all coaches and teams on board with the idea of a new Booster Club? One community member mentioned that he has heard rumors that others were starting their own Booster club. Also, some teams just buy their own things.
  - i. Larry Giloolley, Andy Katz, and Corey Ausfeld have met with the Superintendent to address the coach issues. Officers have spoken to some of the coaches.
  - ii. All constituents are in this for the student-athletes of the district. There was a need, people stepped up.
  - iii. Fundraising is only a part of the Booster Club goal. Continuation of traditions like Senior Scholarships, finding camps opportunities for those who are unable to afford them, and helping with banquets are part of the mission.
- g. What if a sport doesn't fundraise? Do they get Booster Club money?
  - i. Some sports don't have 501C eligibility to fundraise(track)
  - ii. Others have shorter season, fewer team members so it's difficult to fundraise and make a difference.
- h. What is the incentive if there isn't equity among sports?
  - i. Incentive for whom? Not clear what that meant.
- i. What if a team never requests anything?
- j. This is where the Team Director will help, or some intermediary.
- k. Larry Giloolley took time here to mention that the District picks up most of the expense for most of the sports. The Booster Club has traditionally filled in for luxuries, wants as opposed to needs.
- l. This Booster Club can also be a holding place for funds raised so teams have a place to go and see their budget. The club is incorporated, an IRS entity, has a CPA as Treasure, an account that calls for multiple signatures, etc.
- m. A coach present used the apt analogy of the Athletics Booster Club as a similar entity to a PTO of the Friends of Music.

\*\*Community Members attending, based on read of Google Meet screen (aside from officers and Committee Chairs mentioned):

Lynn & James Boler	Elisabeth Cococcia	Christina Coons
Peter & Kelly Coppola	Tishawn Garcia	Cheryl Gerstler
Aline Gianfagna	Robert Greene	James Lane
Kyungah Lee	Adriel Linyear	Amanda Nappi

Matt Petrangelo  
Starzo Thurn

Karen Splendido  
Judith Tomison

Stacy Thomas

#### 10. New Business

- i. Organizational Meeting held on December 1, 2022 Attached
- ii. Bylaws Adopted (Resolution # 22-01)Attached
- iii. Appointment of Officers (Resolution # 22-02)Attached
- iv. Bank Account Resolution (Resolution # 22-03)Attached
- v. Purchase of Insurance (Resolution # 22-04)Attached
- vi. Rental of a PO Box for mail (Resolution # 22-05)Attached
- vii. Fundraising Approvals (Fundraising Committee # 23-01)Attached
- viii. New Appointment of Officers (Resolution # 23-02)Attached

Proposed by: Mathew Tully  
Seconded by: Therese Assalian

Be it resolved that:

Pursuant to Article VI, Section J, the Executive Committee by a majority vote may fill any vacancy on the Board of Directors. The following persons are appointed to the positions indicated for the terms set in Article VIII Section F or Article VI Section C.

President	Andrew Katz	June 30, 2026
Co-President	Corey Ausfeld	June 30, 2025
Vice President	Therese Assalian	June 30, 2025
Secretary	Terri Dutcher	June 30, 2026
Treasurer	Frank Ferrucci	June 30, 2025
Parliamentarian	Mathew Tully	June 30, 2026

Passed unanimously by electronic vote on January 5, 2023.

The Club Secretary is directed to ensure: The vote and resolution details pertaining to a non-in-person vote passage shall be recorded in the minutes of the next regularly scheduled meeting of the entity that passed the resolution under the New Business agenda item.

- ix. Appointment of Committee Chairs (TBD)
  - Proposed by: Andy Katz
  - Seconded by: Therese Assalian
  - Unanimously approved

Banquets: Greta Jansson  
Concessions: Lori Birmingham  
Fundraising: Sara Najafipair  
Membership: Danielle Marquis

- x. Appointment of Team Directors (March)
- xi. Amendment of Bylaws to include Co-President and Banquet Committee (TBD)

- xii. Lifetime Membership Discussion (TBD)
- xiii. Membership Plans (posted on Website)
- xiv. Sponsorship Plans (posted on website)
- xv. Topics from the floor                      None

11. Executive Session                                      None

12. Announcements from the President              Next Meeting is March 1, 2003 7:00p.m.

13. Adjournment 7:10 pm

Respectfully submitted,

Terri Dutcher

**Niskayuna Athletics Booster Club Inc.  
Resolution # 22-01**

Proposed by: Mathew Tully  
Seconded by: Greg Rinckey

Be it resolved that:

The attached bylaws are adopted for this entity.

Passed unanimously on December 10, 2022.

The Club Secretary is directed to ensure: The vote and resolution details pertaining to a non-in-person vote passage shall be recorded in the minutes of the next regularly scheduled meeting of the entity that passed the resolution under the New Business agenda item.

NOTE: The bylaws as passed are posted on the Club website.

**Niskayuna Athletics Booster Club Inc.  
Resolution # 22-02**

Proposed by: Mathew Tully  
Seconded by: Greg Rinckey

Be it resolved that:

Greta Janson is elected President  
Mathew Tully is elected Treasurer  
Greg Rinckey is elected Secretary

Passed unanimously on December 10, 2022.

The Club Secretary is directed to ensure: The vote and resolution details pertaining to a non-in-person vote passage shall be recorded in the minutes of the next regularly scheduled meeting of the entity that passed the resolution under the New Business agenda item.

**Niskayuna Athletics Booster Club Inc.  
Resolution # 22-03**

Proposed by: Mathew Tully  
Seconded by: Greg Rinckey

Be it resolved that:

The attached bank resolution is ratified by this entity.



Passed unanimously on December 10, 2022.

The Club Secretary is directed to ensure: The vote and resolution details pertaining to a non-in-person vote passage shall be recorded in the minutes of the next regularly scheduled meeting of the entity that passed the resolution under the New Business agenda item

**Niskayuna Athletics Booster Club Inc.  
Resolution # 22-04**

Proposed by: Mathew Tully

Seconded by: Greg Rinckey

Be it resolved that:

The club is to join the National Booster Club Training Council and buy insurance from it.

Passed unanimously on December 23, 2022.

The Club Secretary is directed to ensure: The vote and resolution details pertaining to a non-in-person vote passage shall be recorded in the minutes of the next regularly scheduled meeting of the entity that passed the resolution under the New Business agenda item.

**Niskayuna Athletics Booster Club Inc.  
Resolution # 22-05**

Proposed by: Mathew Tully

Seconded by: Greg Rinckey

Be it resolved that:

The club is to acquire a Post Office Box at the Niskayuna Post Office for 1yr.

Passed unanimously on December 23, 2022.

The Club Secretary is directed to ensure: The vote and resolution details pertaining to a non-in-person vote passage shall be recorded in the minutes of the next regularly scheduled meeting of the entity that passed the resolution under the New Business agenda item.

I, the duly appointed Secretary or other officer, member, partner, (sole) proprietor, or representative of Client, being duly authorized to certify the approved actions of the above-named Client, hereby certify that, at a meeting of Client's board of directors or other governing body duly called and held, or by unanimous written consent or other method provided by Law<sup>1</sup> or governing document, the following resolutions, or resolutions consistent with and equivalent to the following resolutions, ("Resolutions") were duly adopted or are hereby adopted; are in full force and effect and have not been rescinded, revoked, or modified; and none of the Resolutions nor any action pursuant to them will violate any Law or Client's governing documents, or any agreement or document by which Client or any of its assets is bound.


RESOLVED: that

1. Client designates M&T Bank ("M&T") as its depository.
2. The person signing below is authorized to open the Account or Box and to designate, or certify to the designation of, the Authorized Signers.
3. Any Authorized Signer may, on behalf of Client, transact with and through M&T all business relating to the Account, or any Box, in his/her discretion and in accordance with the Commercial Deposit Account Agreement ("CDAA") or other applicable agreement, including, but not limited to, depositing funds to and withdrawing funds from the Account by any means M&T permits (e.g., signing, endorsing, negotiating, or taking any action with respect to checks and other items; using an ATM or debit card; initiating funds transfers); obtaining services in connection with the Account; granting security interests or other rights in the Account by any means; incurring and paying liabilities, fees, costs, and expenses; updating Account or Box information; adding and removing Authorized Signers; and closing the Account or Box.
4. Any Authorized Signer may, on behalf of Client, enter into, amend, or terminate agreements and other documents relating to the Account or Box, or services provided in connection therewith ("Services"), including, but not limited to, agreements for ATM or debit cards, treasury management services, or funds transfers, waivers, releases, indemnities, and assignments.
5. Any Authorized Signer may, on behalf of Client: (a) give notices, certifications, directions, instructions, orders, and waivers (collectively, "Directions") relating to the Account, Box, or Services and serve as M&T's contact for notices, demands, directions, and instructions from M&T relating to the Account, Box, or Services; and (b) delegate authority to any other person or entity to act on Client's behalf in any way relating to the Account, Box, or Services (e.g., electronic banking, transaction initiation), which persons and entities may or may not be signers on the Account or Box and may or may not have the ability to delegate authority to others. M&T may act on any Directions or delegation of an Authorized Signer or delegate without inquiry and without regard to the application of any proceeds, provided that M&T acts in good faith. M&T does not have any obligation to act upon the Directions of any person who is not an Authorized Signer.
6. M&T is authorized and directed to: (a) cash, accept, certify, pay, and otherwise honor all items or other written instruments or orders for the payment, transfer, or withdrawal of money when such items, instruments, or orders are signed, drawn, accepted, or endorsed on behalf of Client with the purported actual or facsimile signature of any Authorized Signer or delegate, regardless of how the signature was applied; and (b) accept, pay, and otherwise honor electronic or oral instructions or orders for the payment, transfer, or withdrawal of money when such instructions or orders are submitted, or reasonably believed to have been submitted, by any Authorized Signer or delegate on behalf of Client in accordance with the CDAA or other applicable agreement governing the Account or services provided in connection with the Account.
7. Each Authorized Signer or delegate is authorized to do all things contemplated by these Resolutions through any means M&T permits, including electronically. M&T may rely on any of the following to the same extent as the actual signature or proof of identity of each such person to bind Client: (a) any electronic or digital signature of such person; (b) any identifier (e.g., Personal Identification Number) issued by M&T or any other party to such person; or (c) any other information that M&T may reasonably rely upon to authenticate such person.
8. Each Authorized Signer or delegate, acting alone, is authorized to do all things contemplated by these Resolutions; any requirement of Client that requires the signature, approval, or action of more than one person is solely an internal requirement of Client; and M&T has no duty to enforce any such requirement or any liability in connection therewith.
9. Client understands the authorities being granted to each Authorized Signer or delegate, as set forth herein.
10. Client releases and shall defend and indemnify M&T against all Losses resulting from actions taken or not taken in good faith and in reliance upon these Resolutions and any delegation of authority hereunder.
11. M&T is authorized to rely on these Resolutions and the actual or purported signatures of any of Client's Authorized Signers until Client's account officer has actually received and had a reasonable time to act on written notice from Client revoking these Resolutions or such authority. These Resolutions supersede any resolutions previously provided to M&T by Client.
12. Client is duly organized, validly existing, and in good standing in the state/jurisdiction of its organization. No other action or consent of any other person or entity is necessary for these Resolutions to be effective.

<sup>1</sup> Capitalized terms used but not defined herein have the meanings given to them in the Commercial Deposit Account Agreement.

I further certify that each person designated above now holds the title/position listed for such person; each signature appearing above is a true and correct specimen of such person's signature; and the other information appearing above is true and correct for such person.

IN WITNESS WHEREOF, I have executed these Resolutions on behalf of Client on the date set forth below and hereby certify that I have the power and authority to execute and deliver these Resolutions to M&T. If Client is a limited liability company, partnership, or unincorporated association, the individual executing these Resolutions certifies and warrants that he/she has the power and authority to execute these Resolutions on behalf of all of the members, managers, or partners, as applicable.

CLIENT:  Signature of Secretary (or other authorized representative)	Matthew B Tully Printed Name	11/25/2022 Title
Date		

**Important Information About Opening a New Account:**

To help the U.S. government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person that opens an account. What this means for you: When you open an account, we will ask for your name or your business name, an address, date of birth, and an identification number, such as a Social Security Number or Employer Identification Number that federal law requires us to obtain. We may ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

M&T Bank is a Member FDIC. The contents of safe deposit boxes are not FDIC insured.

PAUBR (10/21)

Created: 11/25/2022

ZRX

December 16, 2022

Date of Request: 01/03/2023

**Fundraising Request Form**

Name of Sports Program: Boys Volleyball

Contact Name: Matt Petrangelo

Contract Telephone Number: [REDACTED]

Contract Email Address: [REDACTED]

Purpose of the Fundraising: Equipment & Uniform Purchases; Travel & Facility Expenses

Will the fundraiser comply with our insurance requirements?  YES  NO (Circle one)

Does this fundraiser require an insurance rider? YES  NO (Circle one)

Is a contract required to be signed? YES  NO (Circle one)

If so, please attach it to this form.

If so, does the contract include an indemnification clause? N/A

Description of the fundraising activity, including all activities involved with the fundraising.  
Boys Volleyball will arrange a bottle an can drive annually each spring. The drive will be drop-off style with little, if any, interaction by

students or coaches. Success will be through advertising, marketing,  
and word of mouth.

Will the Booster Club receive at least 80% of the revenue raised from this fundraiser as donation?  YES  NO (Circle one)

If no, why not? \_\_\_\_\_

Has the Athletic Director Approved: YES  NO (Circle one)

If no, why? \_\_\_\_\_

Proposed to the members on 1/3/23

Total members present 2

Votes in favor 2

Votes opposed 0

Fundraiser is  Approved  Rejected

December 16, 2022

Date of Request: 01/03/2023

**Fundraising Request Form**

Name of Sports Program: Boys Volleyball

Contact Name: Matt Petrangelo

Contract Telephone Number: [REDACTED]

Contract Email Address: [REDACTED]

Purpose of the Fundraising: Equipment & Uniform Purchases; Travel & Facility Expenses

Will the fundraiser comply with our insurance requirements?  YES  NO (Circle one)

Does this fundraiser require an insurance rider? YES  NO (Circle one)

Is a contract required to be signed? YES  NO (Circle one)

If so, please attach it to this form.

If so, does the contract include an indemnification clause? N/A

Description of the fundraising activity, including all activities involved with the fundraising. Using the Cybergrant/Frontdoor platform, Boys Volleyball will solicit corporate donations for the benefit of our program

Cybergrant/Frontdoor is just a clearing house with no costs associated.

Will the Booster Club receive at least 80% of the revenue raised from this fundraiser as donation?  YES 100%  NO (Circle one)

If no, why not? \_\_\_\_\_

Has the Athletic Director Approved: YES  NO (Circle one)

If no, why? \_\_\_\_\_

Proposed to the members on 1/3/23

Total members present 2

Votes in favor 2

Votes opposed 0

Fundraiser is  Approved  Rejected

If approved, we will require the attached information to be provided as donations will be transferred to the Club electronically.



Your Nonprofit Name  
123 Main Street  
Anywhere, NY 99999

DATE: XX/XX/XXXX

To whom it may concern,

Please be advised that Your Nonprofit Name currently has an account in good standing and that is open for deposits with our institution. Accurate and timely processing of transactions should be processed using the following information:

Bank Name:	Acme Global Bank
Bank Reference Address:	One Piggy Bank Lane, New York, NY 99999
Bank Routing Number:	XXXXXXXXXX
Account Number:	YYYYYYYYY
Account Name:	Your Nonprofit Name
Account Tax ID/EIN:	99-9999999

Sincerely,

Acme Global Bank  
One Piggy Bank Lane  
New York, NY 99999

Branch Manager or Authorized Signatory Name

*Authorized Signatory*

December 16, 2022

Date of Request: 01/03/2023

**Fundraising Request Form**

Name of Sports Program: Boys Volleyball

Contact Name: Matt Petrangelo

Contract Telephone Number: [REDACTED]

Contract Email Address: [REDACTED]

Purpose of the Fundraising: Equipment & Uniform Purchases; Travel & Facility Expenses

Will the fundraiser comply with our insurance requirements?  YES NO (Circle one)

Does this fundraiser require an insurance rider? YES  NO (Circle one)

Is a contract required to be signed? YES  NO (Circle one)

If so, please attach it to this form.

If so, does the contract include an indemnification clause? N/A

Description of the fundraising activity, including all activities involved with the fundraising.  
Partnering with local Stewart's Shops, donations will be made at two locations with Stewart's (Corporate) matching donations made dollar for dollar.

<https://www.stewartsshops.com/holiday-match/holiday-match-overview/>

Will the Booster Club receive at least 80% of the revenue raised from this fundraiser as donation?  YES 100% NO (Circle one)

If no, why not? \_\_\_\_\_

Has the Athletic Director Approved: YES NO (Circle one)

If no, why? \_\_\_\_\_

Proposed to the members on 1/3/23

Total members present 7

Votes in favor 2

Votes opposed 0

Fundraiser is  Approved  Rejected

# *Providing Booster Clubs*

# GETS.

**G**UIDANCE, **E**DUCTION, **T**RAINING & **S**UPPORT

**Increasing Parent Support**

**Compliance Assessments**

**Accounting Best Practices**

**Successful Membership Drives**

**Booster Club Do's & Don'ts**

**Fundraising Fundamentals**

**Booster Basics**



**NBCTC**  
**National Booster Club**  
**Training Council**



# Booster Clubs Have Needs



## GUIDANCE

The NBCTC is a leader in providing booster club policies and procedures, booster club best practices and club building systems that provide booster clubs with the guidance they need to sustain continued growth.

## EDUCATION

From the booster club code of ethics to helping with organizational challenges and providing hands on guidance, NBCTC is the industry leader in educating booster clubs.

## TRAINING

The NBCTC's Booster Workshops offer A to Z booster training to club officials and parent volunteers. Designed to provide the leadership guidance and educational training necessary to help booster clubs expand and grow.

## SUPPORT

The NBCTC is committed to providing booster clubs and their volunteers with the highest level of support available. From providing custom tailored solutions to meet the most challenging problems to securing low to no risk fundraising solutions, backed by the industry's most respected companies – NBCTC has the solutions!

Have a Question or need Support? Email [support@boosterclubs.org](mailto:support@boosterclubs.org)

## NBCTC Member Benefits

- Booster Club Best Practices
- Booster Club Policies & Procedures
- Booster Club Compliance & Assessment Reviews
- Sample Documents, Forms, Applications and Club Resource Sheets
- Booster Workshops Designed Specifically for Booster Clubs
- Monthly Booster Basics Communications & Newsletters
- Hands on Support from Trained Club Advisors
- Personal Assistance from Trained Fundraising Coaches
- Club Building Resources & Tools
- Specialized Support Services from Industry Leaders
- Dramatic Discounts & Savings from National Suppliers
  - Member Only Offers
- Much, much more!



National Booster Club Training Council

[www.boosterclubs.org](http://www.boosterclubs.org)

**WE HAVE THE SOLUTIONS!**  
**National Booster Club Training Council**



# NBCTC Member Benefits

## Value Comparison Chart



### Sample of Booster Club Initiatives

	NBCTC Members	Non Members
<ul style="list-style-type: none"> <li><b>Hands on Support</b> - from Trained Booster Club Advisors covering all booster club areas. This is an invaluable benefit!</li> </ul>	<b>UNLIMITED</b> for all Officers, Directors and Administrators who oversee the booster club via Phone & Email.	Must pay attorneys, accountants and support companies fees and charges for ongoing help and support.
<ul style="list-style-type: none"> <li><b>Nations Lowest Rates on Insurance</b> – For over 25 years we have provided the lowest rates on General Liability, Bonding, Directors &amp; Officers, Property &amp; Accident Insurance from the industry’s leaders.</li> </ul>	SSO General Liability \$89 Unlimited Additional Insured \$25 Bonding \$64 D&O \$50 Property \$100 Accident \$98	Must pay industry rates averaging multiple hundreds of dollars higher.
<ul style="list-style-type: none"> <li><b>Step-by-Step 501(c)(3) guidance, support and assistance in filing</b> – of the 1023 or 1023ez application for becoming a tax exempt organization. Including securing EIN and state filing.</li> </ul>	<b>YES!</b> All member clubs receive hands on guidance, support and assistance with each step of the process for becoming a tax exempt organization.	Must either pay a company to assist; fees ranging from \$600 to \$2,500 or find someone who is experienced and /or licensed in setting up a tax exempt booster club organization.
<ul style="list-style-type: none"> <li><b>Annual Booster Club Compliance and Assessment Reviews</b> – Offering the industry’s only platform that encompasses comprehensive booster club compliance and assessment reviews (district, state and federal) with annual audits that include step-by-step oversight and year-long corrective training.</li> </ul>	<b>YES!</b> All member clubs receive annual district, state and federal compliance reviews and audits – to help insure compliance with district, state and federal regulations and filings. A \$750 value!	Non-members can receive annual compliance reviews and audits with two 30 minute follow up consultations for a yearly fee of \$750.
<ul style="list-style-type: none"> <li><b>Unlimited Club Building Resources and Tools</b> – Offering Booster Club Documents, Forms, Applications and Club Resource Sheets.</li> </ul>	<b>YES - Unlimited!</b> The assigned Club Advisors provide booster documents, forms and resources to meet the groups ongoing needs.	Non-members can access a sampling of club documents via the NBCTC website.
<ul style="list-style-type: none"> <li><b>Booster Basic Workshops</b> – Designed Specifically for Booster Clubs, their leaders and the administrators who oversee them.</li> </ul>	<b>YES!</b> Officers, directors and committee chairs are invited to workshops held regionally and conducted twice annually. \$30 fee	Non-members are invited to attend workshops when school or district sponsored, or when seats are available. \$45 fee
<b>Annual Benefit-Savings</b>	<b>\$2,000+ Savings</b>	<b>\$2,000+ Expense</b>



Niskayuna Athletics Booster  
PO Box 9524  
Niskayuna , NY 12309

## Specialty Insurance Products

Insurance Policy Number: NANPO0058559

**Tel.** (800) 364-2433

**Email** [support@rvnuccio.com](mailto:support@rvnuccio.com)

**Online** [rvnuccio.com](http://rvnuccio.com)

**Office** 10148 Riverside Drive  
Toluca Lake, CA 91602

# Your Insurance Policy

### What's included:

- ✓ Your Certificate(s) of Insurance
- ✓ A copy of your Application
- ✓ Your Memorandum
- ✓ Your Coverages
- ✓ Your Quote Letter

Thank you for choosing R.V. Nuccio & Associates Insurance Brokers, Inc. — We look forward to helping with your specialty insurance needs.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602	<b>CONTACT NAME:</b> Robert V. Nuccio <b>PHONE (A/C, No. Ext):</b> (800) 364-2433 <b>FAX (A/C, No):</b> (818) 980-1595 <b>E-MAIL ADDRESS:</b> support@rvnuccio.com																				
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<b>INSURED</b> Niskayuna Athletics Booster Club Inc PO Box 9524 Niskayuna, NY 12309																					

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			UST021067220 NANPO0058559	1/7/2023	1/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 100,000 MEDICAL EXPENSE \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers			NPODO0066271	1/7/2023	1/7/2024	\$1,000,000
B	AD&D Medical Plus			NPOAM0045214	1/7/2023	1/7/2024	\$50,000
A	Sexual Misconduct Liability			NANPO0058559	1/7/2023	1/7/2024	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### Evidence of Insurance Only

### CERTIFICATE HOLDER

### CANCELLATION

Evidence of Insurance Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Robert V. Nuccio

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/06/2023

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<b>PRODUCER</b> R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602	<b>CONTACT NAME:</b> Robert V. Nuccio <b>PHONE (A/C, No. Ext):</b> (800) 364-2433 <b>FAX (A/C, No):</b> (818) 980-1595 <b>E-MAIL ADDRESS:</b> support@rvnuccio.com																				
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<b>INSURED</b> Niskayuna Athletics Booster Club Inc PO Box 9524 Niskayuna, NY 12309																					

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>		UST021067220 NANPO0058559	1/7/2023	1/7/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES	\$ 100,000
							MEDICAL EXPENSE	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Directors and Officers			NPODO0066271	1/7/2023	1/7/2024		\$1,000,000
B	AD&D Medical Plus			NPOAM0045214	1/7/2023	1/7/2024		\$50,000
A	Sexual Misconduct Liability			NANPO0058559	1/7/2023	1/7/2024		1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Additional Insured: Niskayuna Central School / Sexual Misconduct Liability included. Event Description: Various events Start Date: 1/7/2023 End Date: 1/7/2024

**CERTIFICATE HOLDER****CANCELLATION**

Niskayuna Central School  1239 Van Antwerp Road Niskayuna, NY 12309	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Robert V. Nuccio
--	--

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POLICY NUMBER: UST021067220  
EFFECTIVE DATES: 1/7/2023 to 1/7/2024  
CERTIFICATE NUMBER: NANPO0058559

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Niskayuna Central School 1239 Van Antwerp Road Niskayuna , NY 12309
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
01/06/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602 (800) 364-2433 Robert V. Nuccio		PHONE (A/C, No, Ext):		COMPANY Fireman's Fund Insurance Company 777 San Marin Drive Novato, California 94998-2000	
FAX (A/C, No): (818) 980-1595		E-MAIL ADDRESS: support@rvnuccio.com			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #:					
INSURED Niskayuna Athletics Booster Club Inc PO Box 9524 Niskayuna , NY 12309		LOAN NUMBER		POLICY NUMBER NANPO0058559	
		EFFECTIVE DATE 1/7/2023		EXPIRATION DATE 1/7/2024	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

### PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Property/Equipment Insurance	Not Covered	Not Covered
Crime Insurance	\$50,000	\$250

### REMARKS (Including Special Conditions)

Evidence of Insurance Only

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### ADDITIONAL INTEREST

NAME AND ADDRESS  Evidence of Insurance Only	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE Robert V. Nuccio		

**SCHOOL SUPPORT GROUP/NONPROFIT ORGANIZATION  
COMMERCIAL PACKAGE INSURANCE POLICY**

**MEMORANDUM OF INSURANCE**

Master Policy Number: UST021067220	Memorandum Number: NANPO0058559
Issuing Company: <b>The American Insurance Company</b> 1465 N. McDowell Blvd Petaluma, California 94954 Nationwide Claims: 1-888-347-3428	National Program Administrator: <b>R.V. Nuccio &amp; Associates Insurance Brokers, Inc.</b> 10148 Riverside Drive Toluca Lake, CA 91602 Nationwide: 1-800-567-2685

**01. MEMORANDUM HOLDER NAME AND ADDRESS (MEMORANDUM HOLDER MEANS NAMED INSURED)**

- a. Memorandum Holder: Niskayuna Athletics Booster Club Inc
- b. Street Address: PO Box 9524
- c. City: Niskayuna
- d. State: NY
- e. Zip Code: 12309

**02. COVERAGE PERIOD**

Inception Date 1/7/2023 12:01A.M. to Expiration Date 1/7/2024 12:01A.M. Standard Time at the Named Insured's address as stated above.

**03. BUSINESS TYPE**

- PTA    PTO    Booster Club    Educational Foundation    Nonprofit Organization

04. COVERAGE PART	LIMIT OF INSURANCE	DEDUCTIBLE	PREMIUM
a. <b>INLAND MARINE PROPERTY COVERAGE PART</b>			\$0.00
Business Personal Property/Equipment	Not Covered	Not Covered	
b. <b>INLAND MARINE CRIME COVERAGE PART</b>			\$62.00
(01)Employee Dishonesty	\$50,000	\$250	
(02)Forgery Or Alteration	\$50,000	\$250	
(03)Theft, Disappearance And Destruction Of Money			
(a)Inside The Premises	\$50,000	\$250	
(b)Outside The Premises	\$50,000	\$250	
c. <b>GENERAL AND AUTOMOBILE LIABILITY COVERAGE PART</b>			\$45.00
(01)General Aggregate	\$2,000,000	\$0	
(02)Products/Completed Operations Aggregate	\$2,000,000		
(03)Personal And Advertising Injury	\$1,000,000		
(04)Each Occurrence	\$1,000,000		
(05)Damage To Premises Rented To You	\$100,000		
(06)Medical Expense	\$5,000		
(07)Non-Owned And Hired Automobiles	Not Covered		
		State Guarantee Fund	\$0.00
<b>05. TOTAL PREMIUM Due At Inception</b>			<b>\$107.00</b>

**06. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION**

Date Issued:  
Form Number:NPOUWS001

By   
Robert V. Nuccio



**SCHOOL SUPPORT GROUP/NONPROFIT ORGANIZATION  
DIRECTORS & OFFICERS LIABILITY INSURANCE POLICY**

**MEMORANDUM OF INSURANCE**

Master Policy Number: USF00769322	Memorandum Number: NPODO0066271
Issuing Company: <b>Fireman's Fund Insurance Company</b> 225 W. Washington Street, Ste 1800 Chicago, IL 60606-3484 Nationwide Claims: 1-888-347-3428	National Program Administrator: <b>R.V. Nuccio &amp; Associates Insurance Brokers, Inc.</b> 10148 Riverside Drive Toluca Lake, CA 91602 Nationwide: 1-800-567-2685

**01. MEMORANDUM HOLDER NAME AND ADDRESS (MEMORANDUM HOLDER MEANS NAMED INSURED)**

- a. Memorandum Holder: Niskayuna Athletics Booster Club Inc
- b. Street Address: PO Box 9524
- c. City: Niskayuna
- d. State: NY
- e. Zip Code: 12309

**02. COVERAGE PERIOD**

Inception Date 1/7/2023 12:01A.M. to Expiration Date 1/7/2024 12:01A.M. Standard Time at the Named Insured's address as stated above.

**03. RETROSPECTIVE DATE: 1/7/2023**


**04. BUSINESS TYPE**

- PTA     PTO     Booster Club     Educational Foundation     Nonprofit Organization

05. COVERAGE	LIMIT OF INSURANCE	RETENTION	PREMIUM
a. <b>DIRECTORS &amp; OFFICERS LIABILITY</b>			\$24.75
01. Each Claim	\$1,000,000	\$0	
02. Annual Aggregate	\$1,000,000		
b. <b>EMPLOYMENT PRACTICES LIABILITY</b>	Covered	\$0	
		State Guarantee Fund	\$0.00
<b>06. TOTAL PREMIUM Due At Inception</b>			<b>\$24.75</b>

**07. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION**

Date Issued: 01/06/2023  
Form Number: NPOUWS001

By   
Robert V. Nuccio

**SCHOOL SUPPORT GROUP/NONPROFIT ORGANIZATION  
ACCIDENT MEDICAL INSURANCE POLICY**

**MEMORANDUM OF INSURANCE**

Master Policy Number: 60271000013077001	Memorandum Number: NPOAM0045214
Issuing Company: <b>Nationwide Life Insurance Company</b> 1 Nationwide Plaza Columbus, OH 43215 Nationwide Claims: 1-800-567-2685	National Program Administrator: <b>R.V. Nuccio &amp; Associates Insurance Brokers, Inc.</b> 10148 Riverside Drive Toluca Lake, CA 91602 Nationwide: 1-800-567-2685

**01. MEMORANDUM HOLDER NAME AND ADDRESS (MEMORANDUM HOLDER MEANS NAMED INSURED)**

- a. Memorandum Holder: Niskayuna Athletics Booster Club Inc
- b. Street Address: PO Box 9524
- c. City: Niskayuna
- d. State: NY
- e. Zip Code: 12309

**02. COVERAGE PERIOD**

Inception Date 1/7/2023 12:01A.M. to Expiration Date 1/7/2024 12:01A.M. Standard Time at the Named Insured's address as stated above.

**03. BUSINESS TYPE**

PTA     PTO     Booster Club     Educational Foundation     Nonprofit Organization

**04. COVERAGE PART**

	BENEFIT	DEDUCTIBLE	PREMIUM
<b>ACCIDENT MEDICAL INSURANCE</b>			<b>\$88.00</b>
a. Accidental Death	\$5,000	\$25	
b. Accidental Dismemberment	\$5,000	\$25	
c. Accident Medical Expense	\$50,000	\$25	
d. Dental Maximum	\$5,000	\$25	


State Guarantee Fund              \$0.00

**05. TOTAL PREMIUM Due At Inception**

**\$88.00**

**06. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION**

Date Issued: 01/06/2023  
Form Number: NPOUWS001

By   
\_\_\_\_\_  
Robert V. Nuccio



## Applicant Information

School Support Group Type	Booster Club NBCTC member
Full Legal School Support Group Name	Niskayuna Athletics Booster Club Inc
Website	
Is your group primarily a project graduation group?	No
Does your organization conduct its business from a school campus between the grades of K-12?	Yes
School Name	Niskayuna Central School
School Address	1626 Oldtown Rd
School City	Niskayuna
School State	NY
School Zip Code	12309
First Name	Mathew
Last Name	Tully
Phone	518-218-7100
E-Mail Address	info@niskyboosterclub.com
Membership dues	0
Cash grants/gifts/scripts/online sales	0
Bingo	0
Other Fund Raising Activities	50000
Is the applicant's mailing address the same as the address indicated above?	No
Street	PO Box 9524
City	Niskayuna
State	NY
Zip Code	12309

## Coverages

Effective Date	1/7/2023
Liability Plus	\$1,000,000/\$2,000,000
Damage to Premises Rented Limit	\$100,000
Bonding Plus	Limit \$50,000
I understand and agree that no coverage will be provided unless we install and maintain the required accounting procedures at inception and throughout the coverage period.	Yes
Directors and Officers Plus	Yes
Accident Medical Plus	Limit \$50,000
Property Plus	No, I do not want to purchase this coverage.
Does your School Group have any other booster clubs or groups operating along with or under your School Group or does your School Group have any other booster clubs or groups over which you exercise any control?	No
I agree that after diligent inquiry, neither I nor any of our Directors, Officers, or Members are aware of any circumstances, conditions, or situations which may give rise to a loss under this insurance.	Yes
Do you understand and agree that any known or existing circumstances, conditions, or situations which may give rise to a loss under this insurance will not be covered by the policy?	Yes
Do you understand and agree that if you select the Mail-in Check payment option, the effective date will be the date payment is processed by R.V. Nuccio & Associates or the requested effective date, whichever is later?	Yes
Do you understand and agree that by signing this application, R.V. Nuccio & Associates, Inc. is hereby appointed and designated as your Broker Of Record regarding the placement of this insurance policy?	Yes



I understand and agree that the underwriter retains the right to review the application for accuracy, and that the policy will not provide any insurance coverage if any application information is falsely reported, falsely stated, incorrectly selected, incorrectly stated, misreported, misrepresented, misstated or wrongly stated, whether or not intentional. I understand and agree that by entering my name below, I am effectively signing this application for insurance.

Yes

Name  
Accepted Date  
Memorandum Number  
Memorandum Number D&O  
Memorandum Number AD&D  
Expiration Date

Mathew Tully  
1/6/2023  
NANPO0058559  
NPODO0066271  
NPOAM0045214  
1/7/2024

## Additional Insureds

1  
Additional Insured Name  
Address  
City  
State  
Zip Code  
Email Address  
Phone Number  
Event Description  
Event Start Date  
Event End Date  
Special Wording  
Optional Coverages:100%

Niskayuna Central School  
1239 Van Antwerp Road  
Niskayuna  
NY  
12309

Various events  
1/7/2023  
1/7/2024  
Niskayuna Central School

Admin Options:100%




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## SCHOOL SUPPORT GROUP ANNUAL INSURANCE QUOTE

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### APPLICANT INFORMATION

Applicant Name: Niskayuna Athletics Booster Club Inc

Date: 01/06/2023

Proposed Coverage Dates: 1/7/2023 12:01AM to 1/7/2024 12:01AM

Client ID#: 1914693

POLICY INFORMATION	LIMIT	COST
<b>1. Liability Plus</b>	\$1,000,000/\$2,000,000	\$ 45.00
RVNA, Inc. Administration & Unlimited Additional Insured Charge		\$ 69.00
<b>2. Bonding Plus</b>	\$50,000	\$ 62.00
RVNA, Inc. Administration Charge		\$ 53.00
<b>3. Directors &amp; Officers Liability Plus</b>	\$1,000,000	\$ 24.75
RVNA, Inc. Administration Charge		\$ 25.25
<b>4. Accident Medical Plus</b>	\$50,000	\$ 88.00
RVNA, Inc. Administration Charge		\$ 25.00
<b>5. Property Plus</b>	Not Covered	\$ 0.00
RVNA, Inc. Administration Charge		\$ 0.00
RVNA, Inc. Loss Payee Charge		\$ 0.00
State Guarantee Fund		\$ 0.00
<b>TOTAL</b>		<b>\$ 392.00</b>

**If you wish to purchase this exclusive insurance product, please log in at [protectyournonprofit.com](http://protectyournonprofit.com)**

### NOTES

- This is a quotation only. Prices are subject to change without notice.
- Quotation is subject to online completion of the application and underwriting approval.
- It is the insureds responsibility to read the policy. Request a sample policy online at [protectyournonprofit.com](http://protectyournonprofit.com).
- Licensing information available upon request.
- Policy is underwritten by an A+ rated insurance carrier.

# R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS, INC.

## COMPENSATION DISCLOSURE AND AGREEMENT FORM

**ADMINISTRATIVE FEE PAYABLE BY CLIENT:**

**\$ 147.25**

R.V. Nuccio & Associates Insurance Brokers, Inc. is charging a non-negotiable, fixed administrative fee in addition to any premium charged (which *may* also include a commission paid by the insuring company). By and through this administrative fee, Client has 24-hour/7-day access to self-service online portal, which includes access to the insurance policy, all endorsements and other documents; the ability to create, print and to forward unlimited Certificates of Insurance; and the ability to add and/or amend unlimited Additional Insured Certificates of Insurance and/or endorsements, as needed. In addition, the Client also has the opportunity to renew the policy online 24/7 when the office is unattended.

**COMMISSION PAYABLE BY INSURANCE COMPANY:**

**\$ 0.00**

R.V. Nuccio & Associates Insurance Brokers, Inc. may also receive additional commissions from the insurance carrier, some based upon a percentage of the premium at the point of sale (displayed above), and some at a future date after the close of the production year. The commissions which *may* be paid at some time in the future, are in the form of future incentive compensation from the insurer, including contingent commissions and other awards and/or bonuses based upon factors that typically include the total sales volume, growth, profitability and retention of business placed by the insurance broker/producer with the insurer. Incentive compensation is never guaranteed, and is only paid if the performance criteria established in the Broker/Insurer Agreement is met by the insurance broker/producer of the business entity with which the insurance broker/producer is affiliated.

**YOU ARE UNDER NO OBLIGATION TO PURCHASE THIS INSURANCE PRODUCT. BY SIGNING THIS COMPENSATION DISCLOSURE FORM AND AGREEMENT, YOU ARE AGREEING TO THE FOREGOING COMPENSATION STRUCTURE.**

In the event of policy cancellation, the above administrative fee, payable by the client, will not be considered in any calculation assessing unearned or return premium.

R.V. Nuccio & Associates Insurance Brokers, Inc. does not have any ownership interest and is not under common control with the person or entity providing the compensation (the insurer). R.V. Nuccio & Associates Insurance Brokers, Inc. is not aware that any other person or entity will receive compensation from the insurer for assisting in this transaction.

**Client Signature**

**Date**

Mathew Tully \_\_\_\_\_

01/06/2023

**Note:**

R.V. Nuccio & Associates Insurance Brokers, Inc. insurance producer's license number in Missouri is 0009686.

01/20/2022

RVNACOMPENSATIONDISCLOSUREFORM002A.DOCX

R.V. Nuccio & Associates Insurance Brokers, Inc.



On Your Side®

NATIONWIDE LIFE INSURANCE COMPANY  
Home Office: 1 Nationwide Plaza, Columbus, Ohio 43215

SPECIFIED HAZARD INSURANCE POLICY

Thank you for taking this policy with us.

Policy No. Refer to Memorandum

**INSURING AGREEMENT** – We promise to pay, subject to the terms of this policy, the benefits stated herein. We make this promise and issue this policy to you in exchange for the premium shown in the application. This policy is a legal contract between you and us.

**POLICY TERM AND RENEWAL** –The first policy term starts and ends at 12:01 a.m. standard time at your address on the effective and first renewal dates shown in the application. The contract may be renewed with our consent for future terms of one year each by payment of the premium due at the rates in force for each such renewal. We may terminate the contract on any renewal date by giving you at least 31 days prior written notice.

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**KEY WORDS DEFINED** – When we use these words, we mean:

**You, your, or plan sponsor** – the plan sponsor named in the application.

**We, our, us, or Nationwide** – the Nationwide Life Insurance Company.

**Application** – the attached policy application which is part of the contract.

**Eligible person** – a person described under (one of) the class(es) of eligible persons listed in the application.

**Insured** – an eligible person insured under the contract.

**Covered activities** – the covered activities described in the application

**Injury** – a bodily injury which meets all of the following conditions: (1) it is caused solely by an accident which happens while the contract is in force on the insured and while he or she is taking part in a covered activity; (2) it results in loss or expense covered by the contract; and (3) neither the injury, the loss, nor the expense may result from sickness, disease, or bodily infirmity, or from any cause other than the accident.

**Reasonable and customary charges** – (1) reasonable in terms of services, care, or treatment provided; and (2) customary in that charges made by a provider are in line with charges made by providers of similar training and experience for a similar service within the same area.

**Doctor** – a person duly licensed and legally qualified to diagnose and treat injury. Such person must be providing services within the scope of his or her license. The term “doctor” does not include the insured.

**THIS IS LIMITED ACCIDENT INSURANCE. IT IS AN ACCIDENT ONLY POLICY AND DOES NOT COVER LOSS OR EXPENSE RESULTING FROM SICKNESS, DISEASE, OR BODILY INFIRMITY. PLEASE READ YOUR POLICY CAREFULLY.**

**PREMIUM** --The premium rates and the method of payment are in the application.

The first premium payment is due on the date coverage begins. Premiums after the first will be due when the preceding payment period ends. The premium must be paid to our Home Office or to one our agents.

If we have not received written notice on or before the premium due date that the contract is to end on that due date, then there is a 31 day grace period for the payment of the premium due. This means that if the premium is not paid by the due date, it may be paid during the grace period. The grace period will not apply if, at least 31 days before a renewal date, we have given you written notice of our intent to terminate the contract. Such notice will either be delivered to you or mailed to your last address on file with us.

If any premium is not paid by the end of the grace period, coverage will end at 12:01 a.m. on the date to which premium has been paid.

**TERM OF A PERSON'S COVERAGE** -- A person's coverage begins on the later of: (1) the effective date of the contract; or (2) when he or she becomes an eligible person.

An insured's coverage ends on the first of these to occur: (1) when he or she is no longer an eligible person; or (2) the date to which premium has been paid; or (3) the termination date of the contract.

Termination of coverage will not affect a claim which occurs before the coverage ends.

**THE MAXIMUM BENEFIT AMOUNTS** which apply to an insured are shown in the application to the right of the benefit provision(s) for which he or she is insured.

**EXCLUSIONS AND LIMITATIONS** -- We will not pay benefits for covered expenses incurred for:

- (1) The examination, prescription, purchase, or fitting of eyeglasses, contact lenses, or hearing aids;
- (2) Treatment by a person employed or retained by you or your subsidiaries or affiliates and for which no charge is normally made; or
- (3) Care or treatment by a person who ordinarily lives in the insured's home or is a parent, grandparent, spouse, brother, sister, or child of either the insured or the insured's spouse.

Nor will we pay benefits for loss or covered expenses resulting from:

- (4) Intentional self-destruction or an attempt at it, or intentional self-inflicted injury while sane or insane (if a Missouri contract, while sane);
- (5) War or an act of war, declared or undeclared; or
- (6) Air travel unless the insured is a passenger on a regularly scheduled flight of a properly licensed commercial airline.



**ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT**

**Death** – if, as a result of injury, an insured dies within one year from the date of the accident causing the injury, we will pay, subject to the coverall maximum for any one accident, the death benefit which applies less any specific loss benefit paid because of the same accident. The one year limit does not apply in a Pennsylvania contract.

**Specific loss** – if, as a result of injury, an insured suffers a specific loss within one year from the date of the accident causing the injury, we will pay, subject to the overall maximum for any one accident, a benefit based on the face amount which applies to the insured as specified in the table below.

For the Loss of:	Percent of the Face Amount
Each Arm.....	75%
Each Leg.....	75%
Each Hand.....	50%
Each Foot.....	50%
Sight of Each Eye.....	50%
Speech.....	50%
Hearing of Each Ear.....	25%
Thumb and Index Finger of the Same Hand.....	25%

Specific loss means the total, permanent, and irrecoverable loss of:

- (1) a natural arm or leg severed at our above the elbow or knee joint;
- (2) a natural hand or foot severed at or above the wrist or ankle joint;
- (3) the entire sight of an eye, entire speech, or entire hearing of an ear; or
- (4) a natural thumb and index finger severed at or above the joints which attach them to the hand.

The total payment for all of the specific losses of an insured because of any one accident will not be more than the face amount shown in the application. No specific loss benefit will be paid if the death benefit applies. The loss of the thumb and index finger of the same hand benefit will not be paid if the loss of the hand or arm benefit applies. The loss of the hand or foot benefit will not be paid if the loss of the arm or leg benefit applies.

The overall maximum for any one accident is shown in the application. This is the maximum amount payable by us for all death and specific loss claims incurred for all insureds under the contract which are caused by any one accident. If this is not enough to pay the total of all such claims, then the amount we will pay for the death or specific loss of any one insured will be his or her proportional share of this amount.

**ACCIDENT MEDICAL EXPENSE BENEFIT** – If, as a result of injury, an insured incurs covered expenses starting within 90 days from the date of the accident causing the injury, we will pay, less the deductible (if any) shown in the application and not to exceed the maximum benefit amounts shown therein, all covered expenses incurred within 3 years from such date.

**Covered expenses** mean the reasonable and customary charges for local professional ambulance service to or from a hospital and/or surgical center as well as the following reasonable and customary charges for treatment, services, and supplies provided or prescribed by doctor:

- (1) hospital or surgical center care;
- (2) medical treatment;
- (3) nursing care provided by a licensed nurse;
- (4) X-rays and lab exams;
- (5) prescription drugs and therapeutic services and supplies;
- (6) dental treatment as a result of injury to sound, natural teeth; and
- (7) the following licensed home health care agency services and supplies provided instead of an otherwise required hospital or skilled nursing home confinement: (a) physical, occupational, respiratory, and speech therapy, (b) the services of a home health aide, and (c) medical supplies.

**If the application indicates that the excess plan applies, we will not pay benefits for, nor can the deductible (if any) be satisfied by, covered expenses to the extent that they are collectible under:**

- (1) another insurance contract or prepayment plan;
- (2) a trusteed, union, employee, or employee benefit plan;
- (3) Workers' Compensation (or similar occupational law); or
- (4) a government plan (except Medicaid and other public assistance plans), including one set forth by statute (such as Medicare).

## CLAIMS INFORMATION

**When must we receive notice?** Written notice of claim must be given within 30 days after a covered loss occurs or expense starts or it must be given as soon as reasonably possible. The notice must be sent to the servicing group claims office, our Home office, or to one of our agents. It should include your policy number and the name of the insured.

**How are claim forms obtained?** We will send forms to persons who ask for them within 15 days after notice of claim is given. If we do not, written proof (including the event, nature, and extent of loss) may be sent to us without using our forms. This proof must meet the terms of the next paragraph.

**When must we receive proof of loss?** Written proof must be given to us: (1) within 90 days after the end of any period of disability or hospital confinement for which claim is made; or (2) within 90 days after the date of loss on any other claim.

If it is not reasonably possible to give such proof, it should be given as soon as reasonably possible; but no later than one year from the time it is otherwise due. The one year limit is waived if the insured is legally incapable of giving such proof.

**When will we pay claims?** First we need written proof of loss. Then all benefits due the insured for loss of time because of total disability will be paid monthly as long as we are liable. Any balance not paid when our liability ends will be paid as soon as we receive proper written proof.

Benefits due for other losses will be paid when we receive proper written proof.

**To whom will we pay claims?** We will pay loss of life benefits to the insured's designated beneficiary in effect at the time of payment. If none is then in effect, or if the beneficiary dies first, we will pay the benefits to the insured's estate or, at our option, to one or more of the first surviving class of the following classes of successive preference beneficiaries: the insured's surviving spouse, children, parents, or brothers and sisters. This will, to the extent paid, release us from further liability. Other benefits will be paid to the insured except that those unpaid at death may, at our option, be paid to either the insured's estate or beneficiary.

If the insured is a minor or is not competent to give a valid release, we may pay an amount otherwise payable to the insured to his or her parents, guardian, or to a person supporting the insured.

If payment is to be made to the insured's estate or to a beneficiary who is either a minor or is not competent to give a valid release, we may pay up to \$1,000 to someone related to either the insured or to his or her beneficiary by blood or marriage whom we consider to be entitled to the payment. Such payment made by us in good faith will fully discharge us to the extent of the payment.

We may pay coverage expenses to the hospital or person providing the service, unless the insured states otherwise in writing by the time proofs of loss are filed. It is not required that a service be provided by any one hospital or person.

**How may the beneficiary be changed?** The insured may change his or her beneficiary. The beneficiary's consent is not needed unless the designation is irrevocable. Changes may be made during the insured's lifetime by written notice to us at our Home Office.

A change will take effect when the notice is signed, whether or not the insured is living when we receive it. The change will not prejudice a payment made or action taken by us before we receive it at our Home Office.

**Can a physical exam be required?** Yes. We have the right to have a doctor examine a person whose condition is the basis of a claim. This may be done as often as is reasonably necessary while a claim is pending. This will be at our expense.

**Is there a free choice of a doctor?** Yes. The insured will have a free choice of a doctor. The doctor - patient relationship will be maintained.

**What if there is a common accident?** If an insured and his or her beneficiary die from the same accident without enough evidence that they died other than at the same time, the insured's benefits will be paid as if he or she died last.

**GENERAL INFORMATION**

**What is your agreement with us? How can it be changed?** The policy (with the application and attached papers), and the individual enrollment forms, if any, make up the entire legal contract between you and us. All statements made by you or by an insured are representations and not warranties. Such statements will not affect coverage or be used in defense of a claim unless they are in a written application or individual enrollment form which has been signed by the insured. A copy of the statement must be furnished to the insured or to his or her beneficiary, if any. No changes in the contract will be valid unless it is in an amendment signed by either our President or Secretary and accepted (signed) by you.

The contract may be changed at any time by mutual agreement between you and us. The consent of an insured or others having a beneficial interest is not required. A change will not affect a claim which occurs before the change is made.

No agent may: (1) change the contract in any way; or (2) accept premium in arrears; or (3) extend a premium due date.

**What if the contract does not conform with state laws?** If, on its effective date, any provision of the contract is in conflict with a law of the state in which it is delivered, such provision is amended to conform to the law's minimum requirements.

**What about new eligible persons?** They must be added to the groups or classes for which they are eligible.

**Are individual certificates used?** When the law requires it, we will provide a supply of these forms to be given to all insureds. The certificates will contain the main features of the contract which relate to the insured. They are not contracts.

**What kind of records must be kept?** Records must be kept which will show, at all times, the names of the insureds and the details of each insured's insurance.

We have the right to inspect these records at any reasonable time to extent that they relate to the contract.

**What kind of reports must be made?** Those that we need to administer and rate the contract.

**What if an eligible person is not recorded or reported?** Coverage will not be denied if failure to record or to report an eligible person for insurance is the result of a clerical error.

**May benefits be assigned?** No.

**When can legal action be brought?** Legal action to recover under the contract can be brought only after 60 days and before 3 years (5 years if a Kansas contract, 6 years if a South Carolina contract or before the expiration of the applicable statute of limitations if a Florida contract) from the time written proof of loss must be given.

**Is this a Workers' Compensation contract?** No. It does not replace or affect any requirement for coverage by Workers' Compensation or a similar occupational law.

**NATIONWIDE LIFE INSURANCE COMPANY**



Secretary



Countersigned by \_\_\_\_\_  
(LICENSED RESIDENT AGENT)



**NATIONWIDE LIFE INSURANCE COMPANY**

Home Office: Columbus, Ohio

**SPECIFIED HAZARD INSURANCE COMPANY**

We issue this certificate to you as evidence of your coverage.

**INSURING AGREEMENT** – We promise to pay, subject to the terms of the Specified Hazard Insurance Policy issued to your plan sponsor, the benefits stated herein. We make this promise and issue this certificate to you in exchange for the premium paid by your plan sponsor. The policy is a legal contract between your plan sponsor and us.

**SCHEDULE OF BENEFITS**

The benefits included are only those with a specific amount shown below each Benefit listed in the schedule. The word "None" under an item means it is not included.				
<b>Accidental Death and Specific Loss with a</b>		<input type="checkbox"/> Primary Plan		<b>Weekly Accident Income starting on the _____ day of disability for up to _____ weeks</b>
_____ overall maximum for any one accident.		<input checked="" type="checkbox"/> Excess Plan		
		<b>Medical Expense</b>		
Accidental Death	Specific Loss (Face Amount)	Deductible	Overall Maximum	
\$5,000	\$5,000	\$25.00	Class 1 - \$10,000 Class 2 - \$25,000 Class 3 - \$50,000	

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Accidental Death and Specific Loss Benefit.....	Page 2	General Information.....	Page 4
Accident Medical Expense Benefit.....	Page 2	State Exceptions (if any).....	Attached Riders

**KEY WORDS DEFINED** – When we use these words, we mean:

**We, our, or us** – the Nationwide Life Insurance Company.

**You or your** – an eligible person insured under the contract.

**Covered activities** – Volunteer service activities sponsored and assigned by the plan sponsor and direct travel to and from such activities.

**Injury** – A bodily injury which meets all of the following conditions: (1) it is caused solely by an accident which happens while you are insured under the contract and while you are taking part in a covered activity; (2) it results in loss or expense covered by the contract; and (3) neither the injury, the loss, nor the expense may result from sickness, disease, or bodily infirmity, or from any cause other than the accident.

**THIS IS LIMITED ACCIDENT INSURANCE. IT IS AN ACCIDENT ONLY POLICY AND DOES NOT COVER LOSS OR EXPENSE RESULTING FROM SICKNESS, DISEASE, OR BODILY INFIRMITY. PLEASE READ YOUR CERTIFICATE CAREFULLY.**

**KEY WORDS DEFINED (continued)**

**Reasonable and customary charges** – (1) reasonable in terms of services, care, or treatment provided; and (2) customary in that charges made by a provider are in line with charges made by providers of similar training and experience for a similar service within the same area.

**Doctor** – a person duly licensed and legally qualified to diagnose and treat injury and sickness. Such person must be providing services within the scope of his or her license. The term “doctor” does not include you.

**ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT**

**Death-** if, a result of injury, you die within one year from the date of the accident causing the injury, we will pay, subject to the overall maximum for any one accident, the death benefit which applies less any specific loss benefit paid because of the same accident. The one year limit does not apply in a Pennsylvania contract.

**Specific loss** – if, as a result of injury, you suffer a specific loss within one year from the date of the accident causing the injury, we will pay, subject to the overall maximum for any one accident, a benefit based on the face amount which applies to you as specified in the table below.

<b>For the Loss of:</b>	<b>Percent of the Face Amount</b>	<b>For the Loss of:</b>	<b>Percent of the Face Amount</b>
Each Arm .....	75%	Speech .....	50%
Each Leg .....	75%	Hearing of Each Ear .....	25%
Each Hand .....	50%	Thumb and Index Finger of the Same Hand .....	25%
Each Foot .....	50%		
Sight of Each Eye.....	50%		

**Specific loss** – means the total, permanent, and irrecoverable loss of: (1) a natural arm or leg severed at or above the elbow or knee joint; (2) a natural hand or foot severed at or above the wrist or ankle joint; (3) the entire sight of an eye, entire speech, or entire hearing of an ear; or (4) a natural thumb and index finger severed at or above the joints which attach them to the hand.

The total payment for all of the specific losses you incur because of any one accident will not be more than the face amount shown in the Schedule of Benefits. No specific loss benefit will be paid if the death benefit applies. The loss of the thumb and index finger of the same hand benefit will not be paid if the loss of the hand or arm benefit applies. The loss of the hand or foot benefit will not be paid if the loss of the arm or leg benefit applies.

**The overall maximum for any one accident** is shown in the Schedule of Benefits. This is the maximum amount payable by us for all death and specific loss claims incurred for all insured’s under the contract which are caused by any one accident. If this is not enough to pay the total of all such claims, then the amount we will pay for your death or specific loss will be your proportional share of this amount.

**ACCIDENT MEDICAL EXPENSE BENEFIT** – If as a result of injury or sickness, you incur covered expenses starting within 90 days from the date of the accident causing the injury, we will pay, less the deductible (if any) shown in the Schedule of Benefits and not to exceed the maximum amount shown therein, all covered expenses incurred within 3 years from such date.

**Covered expense** – means the reasonable and customary charges for local professional ambulance service to or from a hospital and/or surgical center as well as the following reasonable and customary charges for treatment; services, and supplies provided or prescribed by a doctor: (1) hospital or surgical center care; (2) medical treatment; (3) nursing care provided by a licensed nurse; (4) X-rays and lab exams; (5) prescription drugs and therapeutic services and supplies; (6) dental treatment as a result of injury to sound, natural teeth; and (7) the following licensed home health care agency services and supplies provided instead of an otherwise required hospital or skilled nursing home confinement: (a) physical, occupational, respiratory and speech therapy, (b) the services of a home health aide, and (c) medical supplies.

**If the Schedule of Benefits indicates that the medical expense excess plan applies, we will not pay benefits for, nor can the deductible (if any) be satisfied by, covered expenses to the extent that they are collectible under:** (1) a service type plan, a prepaid group practice, a group blanket, or franchise insurance plan, or a mandatory, no fault automobile insurance plan; (2) trustee, union, employer, or employee benefit plan; (3) Workers’ Compensation (or a similar occupational law); or (4) a government plan (except Medicaid and other public assistance plans), including one set forth by statute (such as Medicare).

**TERM OF A PERSON'S COVERAGE** – Your coverage begins on the later of: (1) the effective date of the contract; or (2) when you become an eligible person.

Your coverage ends on the first of these to occur: (1) when you are no longer an eligible person; or (2) the date to which premium has been paid; or (3) the termination date of the contract.

Termination of coverage will not affect a claim which occurs before the coverage ends.

**EXCLUSIONS AND LIMITATIONS** – We will not pay benefits for covered expenses incurred for: (1) the examination, prescription, purchase, or fitting of eyeglasses, contact lenses, or hearing aids; (2) treatment by a person employed or retained by the plan sponsor or its subsidiaries or affiliates and for which no charge is normally made; or (3) care or treatment by a person who ordinarily lives in your home or is a parent, grandparent, spouse, brother, sister, or child of either you or your spouse.

Nor will we pay benefits for loss or covered expenses resulting from: (4) intentional self-destruction or an attempt at it, or intentional self-inflicted injury while sane or insane (if a Missouri contract, while sane); (5) war or an act of war, declared or undeclared; or (6) air travel unless you are a passenger on a regularly scheduled flight of a properly licensed commercial airline.

#### **CLAIMS INFORMATION**

**When must we receive notice?** Written notice of claim must be given within 30 days after a covered loss occurs or expense starts or it must be given as soon as reasonably possible. The notice must be sent to the servicing group claims office, our Home Office, or to one of our agents. It should include your plan sponsor's policy number and your name.

**How are claims forms obtained?** We will send forms to persons who ask for them within 15 days after notice of claim is given. If we do not, written proof (including the event, nature, and extent of loss) may be sent to us without using our forms. This proof must meet the terms of the next paragraph.

**When must we receive proof of loss?** Written proof must be given to us: (1) within 90 days after the end of any period of disability or hospital confinement for which claim is made; or (2) within 90 days after the date of loss on any other claim.

If it is not reasonably possible to give such proof, it should be given as soon as reasonably possible; but no later than one year from the time it is otherwise due. The one year limit is waived if you are legally incapable of giving such proof.

**When will we pay claims?** First we need written proof of loss. Then all benefits due you for loss of time because of total disability will end monthly as long as we are liable. Any balance not paid when our liability ends will be paid as soon as we receive proper written proof.

Benefits due for other losses will be paid when we receive proper written proof.

**To whom will we pay claims?** We will pay loss of life benefits to your designated beneficiary in effect at the time of payment. If none is then in effect, or if the beneficiary dies first, we will pay the benefits to your estate or, at our option, to one or more of the first surviving class of the following classes of successive preference beneficiaries: your surviving spouse, children, parent, or brothers and sisters. This will, to the extent paid, release us from further liability. Other benefits will be paid to you except that those unpaid at death may, at our option, be paid to either your estate or beneficiary.

If you are a minor or are not competent to give a valid release, we may pay an amount otherwise payable to you, to your parents, guardian, or to a person supporting you.

## CLAIMS INFORMATION (continued)

If payment is to be made to your estate or to a beneficiary who is either a minor or is not competent to give a valid release, we may pay up to \$1,000 to someone related to either you or to your beneficiary by blood or marriage whom we consider to be entitled to the payment. Such payment made by us in good faith will fully discharge us to the extent of the payment.

We may pay covered expenses to the hospital or person providing the service, unless you state otherwise in writing by the time proofs of loss are filed. It is not required that a service be provided by any one hospital or person.

**How may the beneficiary be changed?** You may change your beneficiary. The beneficiary's consent is not needed unless the designation is irrevocable. Changes may be made during your lifetime by written notice to us at our Home Office.

A change will take effect when the notice is signed, whether or not you are living when we receive it. The change will not prejudice a payment made or action taken by us before we receive it at our Home Office.

**Can a physical exam be required?** Yes. We have the right to have a doctor examine a person whose condition is the basis of a claim. This may be done as often as is reasonably necessary while a claim is pending. This will be at our expense.

**Is there a free choice of doctor?** Yes. You will have a free choice of a doctor. The doctor-patient relationship will be maintained.

**What if there is a common accident:** If you and your beneficiary die from the same accident without enough evidence that you died other than at the same time, your benefits will be paid as if you died last.

## GENERAL INFORMATION

**What if the contract does not conform with state laws?** If, on its effective date, any provision of the contract is in conflict with a law of the state in which it is delivered, such provision is amended to conform to the law's minimum requirements.

**May benefits be assigned?** Yes; but only medical expense benefits, if any. We are not bound by an assignment until we receive it in writing at either the servicing group claims office or our Home Office. We are not responsible for its validity.

**When can legal action be brought?** Legal action to recover under the contract can be brought only after 60 days and before 3 years (5 years if a Kansas contract or 6 years if a South Carolina contract) from the time written proof of loss must be given.

**Is this a Workers' Compensation contract?** No. It does not replace or affect any requirement for coverage by Workers' Compensation or a similar occupational law.

## NATIONWIDE LIFE INSURANCE COMPANY



Secretary





**CALIFORNIA POLICY AND CERTIFICATE RIDER**

**NATIONWIDE LIFE INSURANCE COMPANY**  
**Columbus, Ohio**

issues this rider to

**THE PLAN SPONSOR REFERRED TO ON THE FIRST PAGE  
OF THE POLICY OR CERTIFICATE TO WHICH THIS RIDER IS ATTACHED**

This rider is subject to all of the terms of the policy and certificate.

The effective date of this rider is the effective date of the policy or certificate.

The policy or certificate is amended as follows:

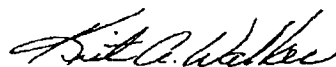
1. The third paragraph of the provision entitled "**MEDICAL EXPENSE BENEFIT**" is replaced by the following:

If the application or Schedule of Benefits indicates that the medical expense excess plan applies we will not pay benefits for, nor can the deductible (if any) be satisfied by, covered expenses to the extent that they are collectible, whether on an indemnity basis or on a provision-of-service basis, for hospital, medical, dental, or surgical expenses under any other valid and collectible individual, group, or blanket insurance policy or contract, hospital or medical service program, or group-practice prepayment plan, except for automobile medical payments insurance.

2. The **CLAIMS INFORMATION** provision entitled "**to whom will we pay claims?**" is amended to add the following:

In the event that covered services are provided by a medical transportation service, we will pay covered expenses directly to the provider.

**NATIONWIDE LIFE INSURANCE COMPANY**



President

**NEW HAMPSHIRE POLICY AND CERTIFICATE RIDER**

**NATIONWIDE LIFE INSURANCE COMPANY**  
Columbus, Ohio

issues this rider to

THE PLAN SPONSOR REFERRED TO ON THE FIRST PAGE  
OF THE POLICY OR CERTIFICATE TO WHICH THIS RIDER IS ATTACHED

This rider is subject to all of the terms of the policy and certificate.

The effective date of this rider is the effective date of the policy or certificate.

1. The third paragraph of the policy or certificate provision entitled "**MEDICAL EXPENSE BENEFIT**" is replaced by the following:


**If the application or Schedule of Benefits indicates that the medical expense excess plan applies, we will not pay benefits for, nor can the deductible (if any) be satisfied by, covered expenses to the extent that they are collectible under any plan or government program providing benefits or services for, or by reason of, medical or dental care and treatment which benefits or services are provided by group or blanket insurance or any other arrangement of coverage of persons in a group whether on an insured or uninsured basis.**

2. The third paragraph of the policy and certificate **CLAIMS INFORMATION** provision entitled

**"When must we receive proof of loss?"** is replaced by the following:

If it is not possible to give such proof, it should be given as soon as reasonably possible.

**NATIONWIDE LIFE INSURANCE COMPANY**



President



**Nationwide<sup>®</sup>**  
*On Your Side*

## NATIONWIDE<sup>®</sup> HIPAA NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

The terms of this Notice of Privacy Practices apply to Nationwide Life Insurance Company<sup>®</sup>, National Casualty Company and the area within Nationwide Mutual Insurance Company<sup>®</sup> that performs healthcare functions. In this Notice, "Nationwide" or "We" means the healthcare functions of Nationwide Life Insurance Company, which is a hybrid covered entity, the healthcare functions of National Casualty Company, and Nationwide Mutual Insurance Company, a business associate. As permitted by law, Nationwide will share protected health information (PHI) of members as necessary to carry out treatment, payment, and healthcare operations.

We are required by HIPAA and certain state laws to maintain the privacy of our members' PHI and to provide members with notice of our legal duties and privacy practices with respect to their PHI. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make the new Notice effective for all PHI maintained by us. Copies of the revised notices will be mailed to all current plan members or insureds.

**Protected health information (PHI)** that is the subject of this Notice is information that is created or received by Nationwide; and relates to the past, present, or future physical or mental health or condition of a member; the provision of health care to a member; or the past, present, or future payment for the provision of health care to a member; and that identifies the member or for which there is a reasonable basis to believe the information can be used to identify the member. It includes information of persons living or deceased.

### USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

**Your Authorization.** Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing, unless we have taken any action in reliance on the authorization.

**Disclosures for Treatment, Payment and Health Care Operations.** We will make disclosures of your PHI as necessary for your treatment, payment, and/or health care operations. For instance, for your Treatment, a doctor or health facility involved in your care may request information we hold in order to make decisions about your care. For Payment, we may disclose your PHI to our pharmacy benefit manager for administration of your prescription drug benefit. For Health Care Operations, we will use and disclose your PHI as necessary, and as permitted by law, for our health care operations, which include responding to customer inquiries regarding benefits and claims.

**Family and Friends Involved In Your Care.** With your approval, we may from time to time disclose your PHI to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person's involvement in caring for you or paying for your care.

If you are unavailable, incapacitated, or facing an emergency medical situation, and we determine that a limited disclosure may be in your best interest, we may share limited PHI with such individuals without your approval.

**Business Associates.** Certain aspects and components of our services are performed through contracts with outside persons or organizations. At times it may be necessary for us to provide some of your PHI to one or

more of these outside persons or organizations. In all cases, we require these business associates by contract to appropriately safeguard the privacy of your information.

**Other Health-Related Products or Services.** We may, from time to time, use your PHI to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products, or services which may be available to you as a member of the health plan. For example, we may use your PHI to identify whether you have a particular illness, and advise you that a disease management program to help you manage your illness better is available to you. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

**Information Received Pre-enrollment.** We may request and receive from you and your health care providers PHI either prior to your enrollment in the health plan or the issuance of your policy. We will use this information to determine whether you are eligible to enroll in the health plan and to determine your rates. We will protect the confidentiality of that information in the same manner as all other PHI we maintain and, if you do not enroll in the health plan we will not use or disclose the information about you we obtained without your authorization.

**Other Uses and Disclosures.** We are permitted or required by law to make certain other uses and disclosures of your PHI without your authorization. We may release your PHI for any purpose required by law. This may include releasing your PHI to law enforcement agencies; public health agencies; government oversight agencies; workers compensation; for government audits, investigations, or civil or criminal proceedings; for approved research programs; when ordered by a court or administrative agency; to the armed forces if you are a member of the military; and other similar disclosures we are required by law to make. We may release your PHI to your plan sponsor, provided your plan sponsor certifies that the information provided will be maintained in a confidential manner and not used in any other manner not permitted by law.

#### **OTHER PRIVACY LAWS AND REGULATIONS:**

Certain other state and federal privacy laws and regulations may further restrict access to and uses and disclosures of your personal health information or provide you with additional rights to manage such information. If you have questions regarding these rights, please send a written request to your designated contact.

#### **RIGHTS THAT YOU HAVE**

**Access to Your Protected Health Information.** You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your personal representative. We may charge you a fee if you request a copy of the information. The amount of the fee will be indicated on the request form. A request form can be obtained by writing your designated contact.

**Amendments to Your Protected Health Information.** You have the right to request that the PHI that we maintain about you be amended or corrected. We are not obligated to make all requested Amendments but will give each request careful consideration. If the information is incorrect or incomplete and we decide to make an amendment or correction, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. A request form can be obtained by writing to your designated contact.

**Accounting for Disclosures of Your Protected Health Information.** You have the right to receive an accounting of certain disclosures made by us of your PHI. Requests must be made in writing and signed by you or your personal representative. A request form can be obtained by writing your designated contact.

**Restrictions on Use and Disclosure of Your Protected Health Information.** You have the right to request restrictions on some of our uses and disclosures of your PHI. We are not required to agree to your restriction request. A request form can be obtained by writing your designated contact.

**Communications With You.** You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your PHI information from us by alternative means or at alternative locations. A request form can be obtained by writing your designated contact.

**Complaints.** If you believe your privacy rights have been violated, you can file a written complaint with your designated contact as explained in the "Contact Information" section, below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services, Office of Civil Rights, in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

## **CONTACT INFORMATION**

If you have any questions about this statement, need copies of any forms or require further assistance with any of the rights explained above, contact us by calling the telephone number on your ID card if applicable, or mail your request to:

Nationwide Specialty Insurance  
Administered by Consolidated Health Plans  
PO Box 1970  
Springfield, MA 01101

As a member, you retain the right to obtain a paper copy of this Notice of Privacy Practices, even if you have requested such copy by e-mail or other electronic means.

## **EFFECTIVE DATE**

This Nationwide HIPAA Notice of Privacy Practices is effective April 14, 2003.

# Nationwide<sup>®</sup> Privacy Statement

Thank you for choosing your health coverage from Nationwide.

Our privacy statement explains how we collect, use, share, and protect your personal information. So just how do we protect your privacy? In a nutshell, we respect your right to privacy and promise to treat your personal information responsibly. It's as simple as that. Here's how.

## **Confidentiality and security**

We follow all data security laws. We protect your information by using physical, technical, and procedural safeguards. We limit access to your information to those who need it to do their jobs. Our business partners are also legally bound to use your information for our purposes only. They may not share it or use it in any other way.

## **Collecting and using your personal information**

We collect personal information about you when you ask about or buy one of our products or services. The information comes from your application, business transactions with us, and our sister companies, or others, as well as from consumer reports and medical providers. Please know that we only use that information to sell, service, or market products to you.

We may share the following types of information:

- Name, address, Social Security number
- Assets and income
- Account and policy information
- Credit reports
- Family member and beneficiary information

## **Sharing your information for business purposes**

When you buy a product, we share your personal information for everyday purposes with our sister companies and business partners. Some examples include mailing your statements or processing transactions that you request. You cannot opt out of these. We may also share your personal information where federal and state law requires.

## **Sharing your information for marketing purposes**

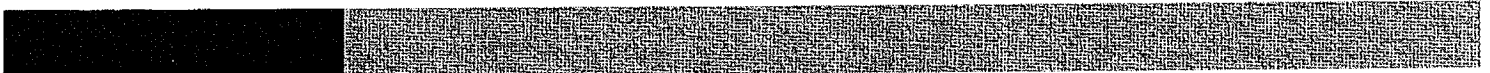
We don't sell your information for marketing purposes. We have chosen not to share your personal information with anyone, except to service your product. So, there's no reason for you to opt out. If we change our policy, we'll tell you and give you the opportunity to opt out before we send your information anywhere.

## **Using your medical information**

We sometimes collect medical information. We may use this medical information for a product or service you're interested in, to pay a claim, or to provide a service. We may share this medical information for these business purposes if required or permitted by law. But, we won't use it for marketing purposes unless you give us permission.

## **Accessing your information**

You can ask us for a copy of your personal information. Please call the number on your ID card if applicable or send a letter to the address below and have your signature notarized. This is for your protection so we may prove your identity. We don't charge a fee for giving you a copy of your information now, but we may charge a small fee in the future.



We can't update information that other companies, like credit agencies and third parties, provide to us. So, you'll need to contact these other companies to change and correct your information.

Send your privacy inquiries to the address below. Please include your name, address, and policy number. If you know it, include your agent's name and number.

Nationwide Specialty Insurance  
Administered by Consolidated Health Plans  
PO Box 1970  
Springfield, MA 01101

**A parting word ...**

These are our privacy practices. They apply to all current and former clients of Nationwide Specialty Health. They also apply to joint policy or contract holders. This includes the following companies:

Nationwide Better Health, Inc.  
Nationwide Life Insurance Company (Employee Group Life & Health)  
Nationwide Mutual Insurance Company (Group Health)  
National Casualty Company (Group Health)

Effective date: March 15, 2007

## State Fraud Notices

**(NEW YORK)** 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.

**(Alaska)** 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.

**(Arkansas)** 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.

**(Arizona)** 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)** FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

**(COLORADO)** 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.

**(DISTRICT OF COLUMBIA)** 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 BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**(Delaware)** 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.

**(Florida)** 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.

**(Idaho)** 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)** A 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.

**(Kentucky)** Any person who knowingly and with intent to defraud any insurance company or other person files a 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.

**(Louisiana)** 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.

**(Maine)** 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.

**(Missouri)** An insurance company or its agent or representative may not ask an applicant or policyholder to divulge in a written application or otherwise whether an insurer has canceled or refused to renew or issue to the applicant or policyholder a policy of insurance. If a question(s) appears in this application, you should not renew it.

**(Minnesota)** A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.



### State Fraud Notices Continued

**(New Hampshire)** 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)** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**(New Mexico)** 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)** 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)** 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.

**(Pennsylvania)** 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.

**(Rhode Island)** "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".

**(Virginia)** 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.

**(Washington)** Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law."

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amount of coverage. Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payee or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

## COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

### NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either the following:

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

California Life and Health Insurance Guarantee Association	California Department of Insurance Consumer Communications Bureau
P.O Box 16860, Beverly Hills, CA 90209-3319	300 South Spring Street Los Angeles, CA 90013
(323) 782-0182	(800) 927- 4357

**Declarations****Non-Profit Organization Liability Policy**

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**POLICY NUMBER:** Refer to Memorandum

**POLICY PERIOD:**

Inception: Refer to Memorandum to Expiration: Refer to Memorandum  
(12:01 A.M. Standard time at the address of the  
Named Insured as stated herein)

Coverage is provided in the following  
company, a stock company.

Fireman's Fund Insurance Company

**NAMED INSURED AND MAILING ADDRESS:**

Refer to Memorandum

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DEFENSE COSTS WITHIN LIMITS OF POLICY  
CLAIMS MADE AND REPORTED

Part or all of this policy applies on a claims made and reported basis.  
Please read this entire policy carefully.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Premium payable at inception

\$Refer to Memorandum

Annual Premium:

\$Refer to Memorandum

Terrorism Risk Insurance Act - Certified Acts Coverage - Not Covered

SCHEDULE OF ENDORSEMENTS

This schedule is described within Form No. 178250-04-04 which forms a part of this policy's declarations.

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Our Administrative Offices are at:

225 W. Washington Street, Suite 1800

Chicago, IL 60606-3484

Phone Number: 1-888-466-7883

**COVERAGES AND LIMITS OF INSURANCE**

Insurance is provided only for those Coverages and Limits of Insurance shown below.

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LIMIT OF INSURANCE:

\$1,000,000 Each Claim and in the Aggregate.

RETAINED AMOUNT

\$250.00 Each Loss

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Pursuant to Conditions C. and G. of the policy, notification of **Claims** and circumstances shall be given to:

Fireman's Fund Insurance Company  
Attention: Claims Department  
1 Progress Point Parkway, Suite 200  
O'Fallon, MO 63368  
Email: NewLoss@agcs.allianz.com  
Phone Number: 1-800-558-1606  
Fax Number: 1-888-323-6450

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Date of Issue: Refer to Memorandum	Countersignature of Authorized Agent:
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These declarations pages are issued in conjunction with and forms a part of Policy Form 5292-01-01R.

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**178250 04 04****SCHEDULE OF ENDORSEMENTS**

145985	06 14	ECONOMIC OR TRADE SANCTION COMPLIANCE
MA2200	04 00	SCHEDULE OF NAMED INSUREDS
NA1200	02 02 CA	CALIFORNIA CHANGES
NA1206	01 01	PRODUCTS LIABILITY EXCLUSION
NA1207	01 01	PARTNERSHIP/JOINT VENTURE EXCLUSION
NA1210	01 01	LENDING EXCLUSION
NA1211	01 01	TRADING EXCLUSION
NA1212	01 01	INSOLVENCY EXCLUSION
NA1213	01 01	FAILURE TO MAINTAIN INSURANCE EXCLUSION
NA1215	01 01	INSURANCE RELATED ACTIVITES EXCLUSION
NA1217	11 01	PRIOR AND PENDING LITIGATION EXCLUSION
145912	01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM

## NONPROFIT ORGANIZATION LIABILITY INSURANCE – Defense First

### NOTICE – THIS IS A CLAIMS MADE AND REPORTED POLICY.

COVERAGE APPLIES ONLY TO A **CLAIM** FIRST MADE AGAINST THE **INSURED** AND REPORTED DURING THE **POLICY PERIOD**, OR IF APPLICABLE, DURING THE EXTENDED REPORTING PERIOD. COSTS OF DEFENSE ARE INCLUDED WITHIN THE LIMIT OF INSURANCE.

Read this entire Policy carefully to determine rights, duties and what is and is not covered. Various provisions in this Policy restrict coverage.

Throughout this Policy the words **You** and **Your** refer to the Named Insured shown in the Declarations. The words **We**, **Us** and **Our** refer to the Company providing this insurance.

The word **Insured** means any person or organization qualifying as such under Section III. **DEFINITIONS**, paragraph H.

Other words and phrases that appear in bold-faced print have special meaning. Refer to Section III. **DEFINITIONS**.

In consideration of the payment of the premium, the **Insured's** promise to pay the Retained Amount shown in the Declarations and in reliance on all statements made and information furnished to **Us**, including the statements made in the **Application** and subject to the Limit of Insurance stated in the Declarations and all of the terms and conditions of this Policy, **We** and all of the **Insureds** agree as follows:

#### I. **COVERAGE**

##### A. **Insuring Agreement**

**We** will pay on behalf of the **Insured** all **Loss** for which the **Insured** shall be legally obligated to pay resulting from a **Claim** that is made against the **Insured** for a **Wrongful Act**, provided that the **Claim** is first made during the **Policy Period** and written notice of such **Claim** is received by **Us** as soon as practicable after the **Claim** is first made but in no event later than sixty (60) days after the **Policy Period**.

##### B. **Extensions**

###### 1. **Estates and Legal Representatives**

This Policy shall afford coverage for a **Claim** for the **Wrongful Act** of a natural person **Insured** made against the estates, heirs or legal representatives of such **Insured** who is deceased, or against the legal representatives of such **Insured** who is incompetent or bankrupt to the extent that in the absence of such death, incompetence, or bankruptcy, such **Claim** would have been covered by this Policy.

###### 2. **Spousal Liability**

If a **Claim** against a natural person **Insured** includes a claim against such **Insured's** lawful spouse solely by reason of such person's legal status as a spouse of such **Insured**, including a claim that seeks damages recoverable from marital community property, property jointly held by the natural person **Insured** and the spouse, or property transferred from the natural person **Insured** to the spouse, all loss which such spouse becomes legally obligated to pay by reason of such claim shall be treated for purposes of this Policy as **Loss** which such **Insured** becomes legally obligated to pay.

All terms and conditions of this Policy, including without limitation the Retained Amount applicable to **Loss** incurred by such **Insured** in a **Claim** shall also apply to such spousal loss. This coverage extension shall not apply to the extent such claim alleges any act, error or omission committed by such **Insured's** spouse.

### C. Defense, Investigation and Settlement of a Claim

For any **Claim** covered by this Policy:

1. **We** have the right and duty to defend the **Insured**, including the right to select counsel, even if any of the allegations are groundless, false or fraudulent. **We** shall have the right to make such investigation, negotiation and settlement of any such **Claim** as **We** deem expedient.
2. **We** shall pay all **Claim Expenses We** incur in any such **Claim** until the Limit of Insurance shown in the Declarations is exhausted. **We** have no obligation to pay **Claim Expenses**, to defend, or to indemnify, once the Limit of Insurance is exhausted.
3. No expense shall be incurred or settlements made, contractual obligations assumed or liability admitted with respect to any **Claim** without **Our** prior written consent, which shall not be unreasonably withheld. **We** shall not be liable for any expense, settlement, assumed obligation or admission to which **We** have not consented.
4. **We** shall pay any premium for appeal bonds for the covered part of a judgment, within the Limit of Insurance. Such payment shall be part of the Limit of Insurance and any obligation **We** have to pay is extinguished upon exhaustion of the Limit of Insurance shown in the Declarations. **We** have no obligation to apply for, furnish, or have any court approve such bonds.
5. The **Insured** shall cooperate with **Us** in the defense, investigation, and settlement of any **Claim**, and shall submit to **Us**, upon request, such information and documentation as **We** may require in the investigation and defense of any **Claim**.

### II. TERRITORY

This Policy applies to a **Wrongful Act** taking place anywhere in the world, provided the **Claim** is brought in the United States of America, its territories and possessions, Puerto Rico or Canada.

### III. DEFINITIONS

- A. **Application** means all signed applications, including materials and attachments submitted therewith. All such applications, material and attachments are deemed attached to and incorporated into this Policy.
- B. **Bodily Injury** means bodily injury, including sickness, injury, disease or death of any person.
- C. **Claim**, either in the singular or plural, means:
  1. A written or oral demand for compensatory monetary damages;
  2. A civil proceeding commenced by the service of a complaint or similar pleading seeking compensatory monetary damages; or
  3. An **Employment Practices Claim**.

All **Claims** against the **Insured** arising out of the same **Wrongful Act** or **Interrelated Wrongful Acts** of one or more of the **Insureds**, will be considered one **Claim**. All **Claims** from **Interrelated Wrongful Acts** will be considered first made at the time the earliest such **Claim** was made against the **Insured**.

- D. **Claim Expenses** means reasonable fees charged by any lawyer retained by **Us** and, if authorized by **Us**, all other reasonable fees or costs incurred in the defense of a **Claim**, including expenses for investigation, adjustment and appeal. **Claim Expenses** shall not include any remuneration, salaries, regular or overtime wages, or benefits of the **Insured** that are associated with the defense and investigation of a **Claim**.
- E. **Employee**, either in the singular or plural, means any person while acting within the course and scope of his or her duties and responsibilities in the regular service of the **Insured Organization** whom the **Insured Organization** compensates by salary, wages and/or commissions and has the right to govern and direct in the performance of such service, including without limitation part-time, seasonal and temporary workers, whether in a supervisory, co-worker, subordinate or other position. **Employee** shall not mean any person who is leased or loaned to the **Insured Organization**, a person who is contracted to perform work for the **Insured Organization** or any person who is an independent contractor for the **Insured Organization**.
- F. **Employment Practices Claim**, either in the singular or plural, means:
  1. A written or oral demand for compensatory monetary damages;



2. A civil proceeding commenced by the service of a complaint or similar pleading seeking compensatory monetary damages; or
3. A formal civil administrative or arbitration proceeding or regulatory proceeding commenced with the filing of a notice of charge, formal investigative order or similar document against the **Insured**, including an Equal Employment Opportunity Commission ("EEOC") (or any similar state, local or foreign agency) proceeding or investigation commenced by the filing of a notice of charges, service of complaint or similar document of which notice has been given to the **Insured**;

and is brought by or on behalf of an **Employee**, a former **Employee**, or an applicant for employment with the **Insured Organization** and alleging one or more of the following:

- a. Wrongful dismissal, discharge or termination (either actual or constructive) of employment, including breach of an implied contract;
- b. Harassment (including sexual harassment and workplace harassment);
- c. Violation of any employment discrimination law;
- d. Employment-related retaliation;
- e. Employment-related misrepresentation;
- f. Employment-related libel, slander, humiliation, defamation or invasion of privacy;
- g. Employment-related infliction of emotional distress;
- h. Wrongful failure to employ or promote;
- i. Wrongful deprivation of a career opportunity;
- j. Wrongful discipline;
- k. Negligent employee evaluation;
- l. Negligent hiring, supervision, and retention; or
- m. Failure to grant tenure.

G. **Insured Organization** means only the nonprofit organization, association, or corporation which is shown as the Named Insured in the Declarations and as legally constituted at the Inception Date of this Policy and shall not include any **Subsidiaries**, affiliates, or partnerships.

H. **Insured**, either in the singular or plural, means:

1. The **Insured Organization**; and
2. Any natural person, while acting within the course and scope of his or her duties and responsibilities on behalf of the **Insured Organization**, who was, now is, or shall be an authorized:
  - a. Director;
  - b. Officer;
  - c. Trustee;
  - d. Committee member; or
  - e. Volunteer acting with the consent of the **Insured Organization**; and
3. An **Employee** of the **Insured Organization**.

**Insured** shall not include any natural person serving as an authorized or unauthorized director, officer, trustee, committee member, employee or volunteer of any organization other than the **Insured Organization**, whether or not required to do so by the **Insured Organization**.

I. **Interrelated Wrongful Act**, either in the singular or plural, means a **Wrongful Act** that arises out of, or is based upon the same, similar, related or repeated fact, matter, cause of action, demand, transaction, event, circumstance, or situation underlying the circumstances of another **Wrongful Act**, whether such **Wrongful Act** involves the same or different **Insureds**, the same or different legal causes of action, or the same or different claimants.

- J. **Loss** means any amount which the **Insured** is legally obligated to pay for any **Claim** first made against the **Insured** during the **Policy Period** or the Extended Reporting Period, if any, for a **Wrongful Act**, and includes compensatory monetary damages (including front pay and back pay), judgments, pre and post judgment interest, settlements, and **Claim Expenses**.
- Loss** shall not include:
1. Punitive or exemplary damages or the multiplied portion of any damage award;
  2. Civil or criminal fines or penalties;
  3. Taxes;
  4. Any liability or costs incurred by the **Insured** to modify any building or property to make such building or property more accessible or accommodating to any disabled person;
  5. Any liability or costs incurred by the **Insured** arising out of a request, order, judgment, or settlement agreement involving non-monetary relief; or
  6. Any matter deemed uninsurable under the law pursuant to which this Policy shall be construed.
- K. **Personal Injury** means personal injury, including disability, shock, humiliation, embarrassment, mental injury, mental anguish, emotional distress, injury to personal or business reputation or character, invasion of privacy, or defamation, including libel or slander.
- L. **Policy Period** means the period of time from the Inception Date of this Policy to the Expiration date shown in the Declarations, or if applicable, any earlier cancellation date. The **Policy Period** does not include the Extended Reporting Period, if any.
- M. **Professional Services** means:
1. The services of an architect or engineer, attorney, certified public accountant, medical practitioner, actuary, insurance agent or broker professional financial consultant, social worker or other similar professional whose services require specialized training and skill; and
  2. Accreditation, certification, credentialing, professional assessment, peer review, sponsoring, or standard setting activities conducted by or on behalf of the **Insured**.
- N. **Property Damage** means:
1. Trespass, nuisance, wrongful entry, eviction, violation of rights of occupancy, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use involving any real property; or
  2. The destruction, loss, theft, conversion, loss of use, diminution in value of, or injury to, any property.
- O. **Subsidiary**, either in the singular or plural, means any nonprofit organization in which the **Insured Organization** owns or controls the right to elect and appoint more than 50% of such organization's directors or trustees.
- P. **Wrongful Act**, either in the singular or plural, means any actual or alleged negligent act, error or omission, misleading statement, or breach of duty committed by the **Insured** in the performance of duties on behalf of the **Insured Organization**.

#### IV. EXCLUSIONS

**We** shall not be liable to make any payment for **Loss** in connection with any **Claim**:

- A. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to the **Insured's** unjust enrichment, obtaining profit or advantage to which such **Insured** was not legally entitled.
- B. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any criminal, malicious, fraudulent, knowingly wrongful, or dishonest act or omission. Provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to the **Insured** establishes such acts or omissions.
- C. For any **Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given under any insurance policy prior to the Inception Date of this Policy.
- D. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any **Claim** which was pending on or existed prior to the Inception Date of this Policy, or is related in any way to the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for such **Claim**.
- E. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to a violation of:
  - 1. The Employment Retirement Income Securities Act of 1974;
  - 2. The National Labor Relations Act;
  - 3. The Fair Labor Standards Act (except the Equal Pay Act);
  - 4. The Worker Adjustment and Retraining Notification Act;
  - 5. The Occupational Safety and Health Act;
  - 6. The Consolidated Omnibus Budget Reconciliation Act of 1985; or
  - 7. Any worker's compensation, disability benefits or unemployment compensation laws;

Including any amendments thereto, any rules or regulations promulgated thereunder, or any similar federal, state, local or common laws, rules or regulations, provided, however, this exclusion shall not apply to an **Employment Practices Claim** for employment-related retaliation.
- F. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any **Bodily Injury**, provided, however, this exclusion shall not apply to an **Employment Practices Claim** for emotional distress, mental anguish or humiliation.
- G. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any **Personal Injury**, provided, however, this exclusion shall not apply to an **Employment Practices Claim**.
- H. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any **Property Damage**.
- I. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any actual or alleged contractual liability of the **Insured**, including any contractual obligation to a natural person **Insured** pursuant to an express written employment contract, provided, however, this exclusion shall not apply to:
  - 1. **Claim Expenses** for any **Claim** alleging breach of an express written employment contract; or
  - 2. Liability the **Insured** has in the absence of such an express written employment contract.
- J. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous, thermal, or aural irritant, pollutant, contaminant, or organism, including but not limited to, noise, lead, asbestos, smoke, vapors, soot, fumes, acids, alkalis, chemicals or waste materials (including those that are or are to be stored, recycled, reconditioned or reclaimed), into or upon land, air, water or property.

- K. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to nuclear reaction radiation, radioactive contamination or radioactive substance, in any form, no matter how emitted.
- L. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to:
  1. The issuance, endorsement, sale of bonds, or the receipt or use of bond proceeds, whether such bonds are tax-exempt or not;
  2. A violation of the Securities Act of 1933 as amended;
  3. A violation of the Securities Exchange Act of 1934 as amended; or
  4. Any state blue sky or securities law;
 including, with respect to 2., 3. and 4. above, any amendments thereto, any rules or regulations promulgated thereunder, or any similar federal, state, local or common laws, rules or regulations.
- M. For any **Claim** brought by the **Insured Organization** against any other **Insured**.
- N. For any counterclaim or cross claim against the **Insured Organization** made because of a **Claim** initiated by such **Insured Organization**.
- O. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any suit, action, investigation or proceeding by or on behalf of any governmental or quasi-governmental entity against the **Insured**, because of:
  1. The **Insured's** application for funds or grants from any governmental or quasi-governmental entity; or
  2. The **Insured's** use, disbursement or administration of funds or grants received from any governmental or quasi-governmental entity.
- P. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any actual or alleged violation of any federal or state anti-trust statutes enacted to prevent unfair competition, price fixing, unfair trade practices, or unlawful restraints or monopolies of trade and commerce, including, but not limited to, the Sherman Act and the Clayton Act.
- Q. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to the rendering of, or failure to render, any **Professional Services** by the **Insured**.
- R. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any:
  1. Labor or grievance arbitration pursuant to a collective bargaining agreement; or
  2. Internal dispute resolution proceeding of the **Insured Organization**.
- S. Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to the liability of others assumed by the **Insured** in a contract or agreement, provided, however, this exclusion shall not apply to liability the **Insured** has in the absence of such contract or agreement.

The conduct or knowledge of any natural person **Insured** shall not be imputed to other **Insureds** with regard to IV. **EXCLUSIONS**, paragraphs A and B.

V. **LIMIT OF INSURANCE**

- A. **Claim Expenses** are part of **Loss** and are included within the Limit of Insurance shown in the Declarations.
- B. The Limit of Insurance shown in the Declarations is **Our** maximum liability for any one **Claim** and for all **Claims** made during this **Policy Period**.
- C. **We** shall only be liable to pay, subject to the Limit of Insurance, for **Loss** in excess of the Retained Amount shown in the Declarations which Retained Amount shall apply to each and every **Claim**. The **Insureds** agree that such Retained Amount shall be uninsured.
- D. The Retained Amount may only be satisfied by an actual cash payment by the **Insured**. The Retained Amount may not be satisfied by the release of a claim or counterclaim.

- E. **Our** duty to defend the **Insured** and pay **Claim Expenses** ends upon exhaustion of the Limit of Insurance, including paying or tendering the Limit of Insurance into court.

## VI. **CONDITIONS**

### A. **Entire Agreement**

It is agreed that this Policy, together with the Declarations and the **Application**, a copy of which is attached hereto, incorporated herein, and reaffirmed as of the Inception date of this Policy, constitute the entire agreement existing between **Us** and the **Insureds**.

### B. **Extended Reporting Period**

1. If this Policy is cancelled or nonrenewed by the first Named Insured or by **Us**, for any reason other than for non-payment of premium, the first Named Insured shall have the right, upon payment of an additional premium, to purchase an Extended Reporting Period of twelve (12) months duration.
2. The Extended Reporting Period applies only to a **Claim** first made against the **Insured** and reported to **Us**, during the Extended Reporting Period, but only for a **Wrongful Act** committed or allegedly committed before the end of the **Policy Period** and that would have been covered by this Policy if such **Claim** had been first made during the **Policy Period**.
3. As a condition precedent to 1. and 2. above, all of the following apply:
  - a. The total premium due for this Policy must have been paid.
  - b. The Extended Reporting Period is available by endorsement for an additional premium of 75% of the annual premium for this Policy. It will take effect only if the first Named Insured:
    - (1) Requests it from **Us** in writing; and
    - (2) Pays to **Us** the additional premium due; within sixty (60) days following the end of the **Policy Period**.
  - c. The right to purchase an Extended Reporting Period will lapse unless written notice of such election, together with payment of the additional premium due is received by **Us** within sixty (60) days following the end of the **Policy Period**.
  - d. The Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided by this Policy.
  - e. The Extended Reporting Period is not cancelable, and the premium will be deemed fully earned at the Inception date of such Extended Reporting Period. But this clause will not apply to any cancellation for non-payment of premium.
  - f. The Extended Reporting Period will be subject to this Policy's remaining Limit of Insurance, if any, and will not reinstate or increase any Limit of Insurance provided by this Policy.

### C. **Reporting of Potential Claims**

If during the **Policy Period** the **Insured** first becomes aware of a **Wrongful Act** which might reasonably be expected to give rise to a **Claim** and, during the **Policy Period** or within sixty (60) days after the end of the **Policy Period**, gives written notice to **Us** of such **Wrongful Act** as required below, then any **Claim** subsequently made against the **Insured** by reason of such **Wrongful Act** shall be deemed to have been first made during the **Policy Period**.

Written report of a potential **Claim** shall include:

1. The specific facts or circumstances which constitute the **Wrongful Act**, including the date(s) thereof, and the **Insured** involved;
2. The date and circumstances by which the **Insured** became aware of such **Wrongful Act**; and
3. The **Loss** which may reasonably result.

### D. **Action Against Us**

1. No one shall sue **Us** unless the following conditions precedent are met:

- a. There has been full compliance with all the terms of this Policy; and
  - b. The amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual and contested trial on the merits, or by written agreement of the **Insured**, the claimant, and **Us**.
2. Any person or organization or the legal representative 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.
  3. Nothing contained in this Policy shall give any person or organization any right to join **Us** as a co-defendant in any action against the **Insured** to determine the **Insured's** liability. Bankruptcy or insolvency of the **Insured** shall not relieve **Us** of any obligation hereunder.

**E. Subrogation and Assignment**

1. When **We** pay under this Policy, **We** receive the **Insured's** rights against third parties and may subrogate against third parties. All **Insureds** are required to execute and deliver any instruments and papers and do whatever else is necessary to secure **Our** rights. No **Insured** shall prejudice **Our** subrogation rights.
2. No **Insured** may assign any interest in this Policy unless **We** give **Our** prior written consent and an endorsement is attached to the Policy effecting assignment.

**F. Changes**

Notice to any agent or broker or knowledge possessed by any agent or broker or by any other person shall not effect a waiver or change in any part of this Policy or estop **Us** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

**G. Authorization Clause/Notices**

1. By acceptance of this Policy, the **Insureds** agree that the first Named Insured shown in the Declarations shall act on behalf of all **Insureds** with respect to the giving and receiving of notice of any **Claim** or potential **Claim**, cancellation, nonrenewal, the payment of premiums and the receiving of any return premiums that may become due under this Policy. Notice to the first Named Insured identified in the **Application** at the address of such first Named Insured shown in the Declarations shall also constitute notice to all **Insureds**.
2. **You** shall provide notice to **Us** as soon as practicable after a **Claim** is first made against the **Insured** but in no event later than sixty (60) days after the **Policy Period**. For a notice pursuant to this Condition to be effective, the **Insured** shall provide written notice to **Us** at the address or email shown in the Declarations of this policy, and such notice will be effective upon actual receipt by **Us**. Notice attempted in any other manner other than as provided in this Policy or to any address, other than as set forth above, shall not be considered effective notice hereunder.
3. No insurance agent or broker is appointed or authorized by **Us** to receive the notice required by this Policy. The **Insured's** notice to any insurance broker or agent shall not be notice to **Us**, unless and until **We** receive actual notice at the above address.

**H. Other Insurance**

1. The insurance provided by this Policy shall apply only in excess of any other insurance available to the **Insured** and shall not contribute with other such insurance.
2. **You** shall provide notice to all other insurers which reasonably might provide coverage as soon as practicable after the **Insured's** receipt of a **Claim** or obtaining information regarding a potential **Claim**.

**I. Conformance With State Statutes**

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

J. **Cancellation and Nonrenewal**

1. **Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to **Us** advance written notice of cancellation. The **Policy Period** will end on the effective date requested.
- b. **We** may cancel this Policy only in the event of non-payment of premium, and if **We** cancel for non-payment of premium, **We** will mail by first class or certified mail, to the first Named Insured and the agent or broker of record, at their last address known to **Us**, written notice stating the reason for cancellation, at least twenty (20) days before the effective date of cancellation.
- c. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on the date of cancellation.
- d. If this Policy is cancelled, **We** will send the first Named Insured any premium refund due. If **We** cancel, the refund will be the pro rata unearned premium. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if **We** have not made or offered a refund.
- e. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

2. **Nonrenewal by Us**

- a. **We** are not required to renew this Policy when it expires.
- b. If **We** elect not to renew this Policy, **We** will mail by first class or certified mail, to the first Named Insured and the agent or broker of record, at their last address known to **Us**, written notice stating the reason for nonrenewal, at least sixty (60) days but not more than one hundred and twenty (120) days before the effective date of nonrenewal.
- c. Notice of nonrenewal will state the effective date of nonrenewal. The **Policy Period** will end on the date of nonrenewal.
- d. A post office certificate of mailing or certified mail receipt will be sufficient proof of mailing of notice.

IN WITNESS WHEREOF, **We** have caused the signatures of **Our** executive officers to be affixed hereto, and have caused this Policy to be countersigned by **Our** authorized representative.



Secretary



President

## **Economic or Trade Sanctions Compliance - 145985 06 14**

### Policy Amendment

The following is added to the Policy and replaces any other provision in the Policy addressing economic or trade sanctions:

This insurance does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit us (the Company) from providing insurance.

All other terms and conditions of the policy remain unchanged.



**SCHEDULE OF NAMED INSUREDS - MA2200-4-00**

POLICY AMENDMENT

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The Named Insured on the Declarations page is completed to read as follows:

Refer to Memorandum

All other terms and conditions of this policy remain unchanged.

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## California Changes - NA1200 02 02 CA

Policy Amendment

**This endorsement modifies insurance provided under the following:**

**Nonprofit Directors & Officers Liability - Defense First**  
**Nonprofit Directors & Officers Liability - Defense Plus**  
**Nonprofit Directors & Officers Liability - Indemnity**  
**Management Practices Liability**  
**Multi-Media Liability**  
**Directors & Officers Liability - Publicly Traded**

Cancellation and Nonrenewal, 2. Non-Renewal by **Us**, item e. is added as follows:

e. **We** are not required to send notice of nonrenewal if any of the following applies:

- (1) The transfer or renewal of the Policy is between **Us** and a member of **Our** insurance group, and without any changes in terms, conditions or rates;
- (2) This Policy has been extended for 90 days or less, provided that notice has been given in accordance with items 2.a. through 2.d. above;
- (3) **You** have obtained replacement coverage, or the first Named Insured has agreed in writing, within 60 days of the termination of the **Policy Period** to obtain coverage;
- (4) This Policy is for a period of no more than 60 days and **You** are notified at the time of issuance that it will not be renewed;
- (5) The first Named Insured requests a change in the terms and conditions or risks covered by this Policy within 60 days of the end of the **Policy Period**; or
- (6) **We** have made a written offer to the first Named Insured to renew this Policy under changed terms or conditions, or at an increased premium rate if the increase exceeds 25%, in accordance with the time frames in item 2.b. above.

All other terms and conditions of the Policy remain unchanged.

## Products Liability Exclusion - NA1206 01 01

Policy Amendment Directors and Officers

In consideration of the premium paid it is understood and agreed that Section IV. **EXCLUSIONS** is amended to include the following:

Alleging, based upon or attributable to, arising out of, in consequence of or in any way but not related to products liability, including, limited to, the **Insured's** failure to maintain products liability insurance.

## Partnership/Joint Venture Exclusion - NA1207 01 01

Policy Amendment Directors and Officers

In consideration of the premium paid it is understood and agreed that Section IV. **EXCLUSIONS** is amended to include the following:

Alleging, based upon or attributable to, arising out of, in consequence of or in any way related to any partnership in which the **Insured** is a partner, or any joint venture in which the **Insured** is a partner or member, unless such is shown in the Declarations as a Named Insured.

All other terms and conditions of the policy remain unchanged.

## **Lending Exclusion – NA1210 01 01**

Policy Amendment Directors and Officers

In consideration of the premium paid it is understood and agreed that Section IV. **EXCLUSIONS** is amended to include the following:

Alleging, based upon or attributable to, arising out of, in consequence of or in any way related to:

1. Any lending, loan-related activities or extension of credit by or on behalf of the **Insured**, or its members or clients; or
2. Credit counseling provided by or on behalf of the **Insured** to its members or clients.

All other terms and conditions of the policy remain unchanged.

## Trading Exclusion – NA1211 01 01

Policy Amendment Directors and Officers

In consideration of the premium paid it is understood and agreed that Section IV. **EXCLUSIONS** is amended to include the following:

Alleging, based upon or attributable to, arising out of, in consequence of or in any way related to any involvement by or on behalf of the **Insured** in the trading, hedging or auctioning, whether speculative or not, of any securities, options, futures, financial instruments, or tangible or intangible property, including but not limited to natural resources.

All other terms and conditions of the policy remain unchanged.

## **Insolvency Exclusion – NA1212 01 01**

Policy Amendment Directors and Officers

In consideration of the premium paid it is understood and agreed that Section IV. **EXCLUSIONS** is amended to include the following:

Alleging, based upon or attributable to, arising out of, in consequence of or in any way related to the insolvency or **Financial Impairment** of the **Insured**.

For purposes of this endorsement **Financial Impairment** means:

1. The **Insured Organization** entering into proceedings in bankruptcy;
2. The **Insured Organization** becoming a debtor in possession; or
3. The taking of control of, the supervision of, or the managing or liquidating of the financial affairs of the **Insured Organization** by a receiver, conservator, liquidator, trustee, rehabilitator or similar official.

All other terms and conditions of the policy remain unchanged.

## **Failure to Maintain Insurance Exclusion - NA1213 01 01**

Policy Amendment Directors and Officers

In consideration of the premium paid it is understood and agreed that Section IV. **EXCLUSIONS** is amended to include the following:

Alleging, based upon or attributable to, arising out of, in consequence of or in any way related to the **Insured's** failure to effect or maintain insurance.

All other terms and conditions of the policy remain unchanged.



## Insurance Related Activities Exclusion – NA1215 01 01

Policy Amendment Directors and Officers

In consideration of the premium paid it is understood and agreed that Section IV. **EXCLUSIONS** is amended to include the following:

Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to:

1. The binding, refusal, or failure to bind, or delay in binding of any **Insurance Contract**;
2. The actual or alleged cancellation or refusal to renew any **Insurance Contract**;
3. The actual or alleged failure or refusal to pay benefits due or alleged to be due under any **Insurance Contract**;
4. The actual or alleged lack of good faith or fair dealing in the handling of any claims or litigation, attributable to any **Insurance Contract** (or the brokering of underwriting of insurance policies or risks);
5. The actual or alleged failure to maintain insurance or reinsurance, except insurance maintained solely for the benefit of the **Insured Organization**;
6. The conduct of the **Insured** as an insurance agent or insurance broker in the negotiation, placement or maintenance of any **Insurance Contract**.

For the purposes of this endorsement, **Insurance Contract** means any policy of insurance, reinsurance, bond, indemnity, annuity, endowment or pension contract, or any risk management insurance program, pool or trust.

All other terms and conditions of the policy remain unchanged.

## **Prior and Pending Litigation Exclusion – NA1217 11 01**

Policy Amendment Directors and Officers

In consideration of the premium charged it is understood and agreed that Section IV. **EXCLUSIONS**, paragraph D. is deleted in its entirety and replaced with the following:

Alleging, based upon or attributable to, arising out of, in consequence of, or in any way related to any **Claim** which was pending on or existed prior "Refer to Retrospective Date on the Memorandum" or is related in any way to the same or substantially the same facts, circumstances or allegations which are the subject of or the basis for such **Claim**.

All other terms and conditions of the policy remain unchanged.

## Exclusion of Certified Acts of Terrorism - 145912 01 15

Policy Amendment

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage**  
**Liquor Liability Coverage**  
**Owners and Contractors Protective Liability Coverage**  
**Pollution Liability Coverage**  
**Products/Completed Operations Liability Coverage**  
**Railroad Protective Liability Coverage**  
**Underground Storage Tank Liability Coverage**  
**Farm Liability Coverage (Except as to Workers' Compensation Residence Employees) American Business Coverage (Section II)**  
**Employer's Liability Stop Gap Insurance Coverage**  
**Directors and Officers Liability Insurance Coverage**  
**Employment Practices Liability Insurance Coverage**

A. The following exclusion is added:

This insurance does not apply to **any injury or damage**, or any **loss** or **claim expense** in connection with any **claim**, arising, directly or indirectly, out of a **certified act of terrorism**.

B. The following definitions are added:

1. For the purposes of this endorsement, **any injury or damage** means any injury or damage covered under any Coverage to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal and advertising injury, injury, act, error or omission in the performance of professional services or environmental damage** as may be defined in any applicable Coverage.
2. **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, as amended, to be an act of terrorism pursuant to such Act, as amended. The federal Terrorism Risk Insurance Act, as amended, sets forth the following criteria for a **certified act of terrorism**:

- a. 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, as amended; and
- b. 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.

C. Application of Other Exclusions

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 Coverage Part, Coverage Section, or Policy, such as losses excluded by a Nuclear Hazard Exclusion, a War Exclusion, or a War Liability Exclusion.

All other terms and conditions of the policy remain unchanged.

## Important Disclosure Notice Regarding Terrorism Coverage 386360EX 01 15

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This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act, you have a right to purchase insurance coverage for losses arising out of **certified acts of terrorism**, as defined in Section 102(1) of The Act: The term **certified act of terrorism** means any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, 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 an air carrier or vessel 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.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM**; SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM** WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Our records indicate that you previously rejected coverage for losses arising out of **certified acts of terrorism**, as defined by The Act, when we provided you a quote for insurance. Accordingly, your policy does not currently provide this coverage. However, The Act requires that we again make an offer at this time. If you wish to change your decision and purchase terrorism coverage, you must contact your agent or broker representing the Allianz Insurance Companies and request coverage so we can provide you with a new quote. If you do not do so, it will be presumed that you have rejected this offer of terrorism coverage.

Please note that any coverage mandated by applicable Standard Fire Policy Laws or Workers Compensation laws in your state will not be affected by your rejection of terrorism coverage. This offer of coverage for losses due to terrorist acts, as defined by The Act, if accepted, will be subject to the limit(s), terms and conditions of any policy or endorsement subsequently issued.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Allianz Insurance Companies.

Allianz Global Corporate & Specialty®

# Allianz Insurance Policy



Allianz 

Re: Policy Number: Refer to Memorandum  
Issuing Company: Fireman's Fund Insurance Company (AN ALLIANZ COMPANY)

Thank you for choosing Allianz as your insurance company. We appreciate the trust you've placed in us. A copy of your commercial insurance policy is enclosed. Be sure to keep it in a secure place that you can easily access if you have a question or claim.

As a valued policyholder, you can count on Allianz for:

**Trust and financial stability**- Rated A+ by A.M. Best and AA by Standard and Poor's, Allianz Global Corporate & Specialty earns one of the highest financial ratings of the leading global property and casualty insurers.

**Exceptional claim service** -Allianz has a 125-year reputation for outstanding claim service built on our commitment to honesty, integrity, and partnership with our clients. The company is ranked as "One of the world's most admired companies" by *Fortune*® and "One of the top global brands in the world" by Interbrand.

**The ability to keep pace as your business evolves** - Your business needs are continually changing. Whether you are adopting new technologies or expanding into new geographic markets, Allianz has the expertise and resources to grow with you.

We truly look forward to serving you and supporting your business. In the interim, please know that we deeply appreciate your business.

Best regards,



Bill Scaldaferrri  
President & CEO  
Allianz Global Corporate & Specialty, North America



**Fireman's Fund Insurance Company**

A Stock Company  
225 W. Washington Street, Suite 1800  
Chicago, IL 60606-3484

**COMMON POLICY DECLARATIONS**

**Policy No:** Refer to Memorandum

**Policy Period:**

**From:** Refer to

**To:** Memorandum

Beginning and ending at 12:01 a.m., standard time at the mailing address of the Named Insured shown below.

**Named Insured and Mailing Address:**

Refer to the Memorandum

**Producer Name and Mailing Address:**

RV.Nuccio & Associates Inc.  
10148 Riverside Dr.2nd Fl  
Toluca Lake, CA 91602  
USA

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

**Premium Summary**

Inland Marine	\$ Refer to Memorandum
Crime	\$ Refer to Memorandum
Certified Terrorism	\$ Refer to Memorandum

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<b>Total Amount Payable by the Insured</b>	<b>\$ Refer to Memorandum</b>
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Policy No: Refer to Memorandum  
 Named Insured: Refer to Memorandum

## Forms Schedule

The following policy forms and endorsements have been attached to and made a part of the policy at Inception:

Form Title	Form Number
<b>Signature Page</b>	145990 08 17
<b>Policyholder Messages</b>	
Reporting a Claim	05GE0002 05 16
Important Disclosure Notice Regarding Terrorism Coverage	386359 01 15
Policyholder Message	386636 08 17
California Policyholder Message	PHN7140 CA 08 17
Allianz Global Risks US Insurance Company Privacy and Security Statement PVCYV5C 01 20 CA	
<b>General Liability</b>	
Policyholder Message - Silica Particles Exclusion	386396 05 04
<b>General Liability</b>	
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	145927 01 15
Economic or Trade Sanctions Compliance	145985 06 14
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL00171198
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
Silica Particles Exclusion - California	145917CA 03 19
Civil Union Amendatory Endorsement	145983 10 13
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Amendment of Policy - Additional Condition	IL 70 05 02 96
General Liability Coverage Section - Declarations	
Commercial General Liability Coverage Form	CG 00 010413
Sexual Misconduct Liability	141281 03 19
Additional Insured - Club Members	CG 20 02 11 85
Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations	CG 20 12 04 13
Additional Insured - Designated Person or Organization	CG 20 26 04 13
Employment - Related Practices Exclusion	CG21471207
California Changes	CG 32 34 01 05
Complete Lead Poisoning and Lead Contamination Exclusion	CG 70 92 03 19
Complete Asbestos Exclusion	CG 70 93 03 19
Fungi or Bacteria Exclusion	CG 72 18 04 08
Personal and Advertising Injury Hazard Redefined	CG 72 75 03 19



**Forms Schedule, Continued**

<b>Form Title</b>	<b>Form Number</b>
Emergency First Aid Endorsement	CG 72 86 12 08
Cross Suits Exclusion (Any Insured)	CG 72 94 01 12
Exclusion - Unmanned Aircraft	CG 73 04 06 15
Field of Entertainment Exclusion	ENTGL 000 01 19
Animal Exclusion	ENTGL 015 01 19
Errors and Omissions Exclusion	ENTGL 023 01 19
Exclusion - Designated Operations or Activities	ENTGL 025 01 19
Exclusion - Motorized Events	ENTGL 026 01 19
Exclusion - Pyrotechnics and Explosives	ENTGL 027 01 19
Exclusion - Sports or Athletic Participant	ENTGL 030 01 19
Exclusion - Cyber Event	ENTIL 004 01 19
Amendment of Limits of Insurance	CG2502 07 98
Amended General Aggregate Limit - Per Designated Member	ENTMA 004 10 20
Supplemental Coverage Endorsement	ENTMA 013 10 20
<b>Inland Marine</b>	
<b>Entertainment Articles Floater</b>	
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	145927 01 15
Economic or Trade Sanctions Compliance	145985 06 14
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL00171198
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
Amendatory Endorsement - California	8601CA 01 10
California Changes - Actual Cash Value	IL 01 02 05 05
California Changes	IL 01 04 09 07
Amendment of Policy - Additional Condition	IL 70 05 02 96
Entertainment Articles Floater Declarations	
Entertainment Articles Floater Coverage Form	ENTEFL 000 01 19

Policy No: Refer to Memorandum Named  
 Insured: Refer to Memorandum

**Forms Schedule, *Continued***

<b>Form Title</b>	<b>Form Number</b>
<b>Crime</b>	
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	145927 01 15
Economic or Trade Sanctions Compliance	145985 06 14
Calculation of Premium	IL 00 03 09 08
Common Policy Conditions	IL00171198
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
Detrimental Code Exclusion	145901 01 02
Amendment of Policy - Additional Condition	IL 70 05 02 96
Crime Coverage Section - Declarations	
Commercial Crime Coverage Form (Loss Sustained Form)	CR 00 210506
California Changes	CR 01 50 10 11
Change in Control of the Insured Notice to the Company - California	CR 02 56 08 07
Include Designated Persons or Classes of Persons as Employees	CR 25 41 10 10

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Company indicated on the Declarations Page of the policy has caused the policy to be signed by its President and Secretary.



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Secretary



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President

## Policyholder Message

386636 08 17

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### Important Information for Policyholders

If you have questions about your policy, please contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy listed on your Declarations page at the following address:

Allianz Global Risks US Insurance Company  
225 W. Washington Street, Suite 1800  
Chicago, IL 60606-3484

Toll Free Telephone: 1-(888) 466-7883

Toll Free Telephone for Claims: 1-(800) 870-8857

Website: <http://www.agcs.allianz.com/>

Website Address for Support Services: <http://www.agcs.allianz.com/global-offices/united-states/support-services/>

The information above supersedes any other Company contact information you may have received with your policy.

## California Policyholder Message

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### Important Information for California Policyholders

If you ever have questions about your policy, or about any insurance matter, you can contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy at the following address:

Corporate Consumer Affairs  
Allianz Global Risks US Insurance Company  
225 W. Washington Street Suite 1800  
Chicago, IL 60606  
Phone: 1-888-466-7883

If you have been unable to obtain satisfaction from either the agent or the company, you may contact the California Department of Insurance at the following address:

California Department of Insurance  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, CA 90013

Phone: 1-800-927-4357 (calling within California)  
1-213-897-8921 (calling outside California)  
1-800-482-4833 (TDD-Telecommunication Devices for the Deaf)

The Department of Insurance should be contacted only after the contacts with the agent and the company have failed to produce a satisfactory solution to your problem.

## Reporting a Claim

Allianz Global Corporate & Specialty is committed to providing insureds and clients with effective claim service.

In the event of an incident which may result in a claim, an actual claim, or your receipt of suit papers, please follow the procedures outlined below.

### PROCEDURES FOR REPORTING CLAIMS

**NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:**

**Allianz Global Corporate & Specialty**

**Phone Number: 1-888-347-3428**

**or**

**Fax Number: 1-800-511-3720**

**Please fill out the online claim reporting form which is available at [www.agcs.allianz.com/usclaims](http://www.agcs.allianz.com/usclaims) or send an email to [CIFNOL@ffic.com](mailto:CIFNOL@ffic.com). For assistance contact your agent or broker.**

# **Cross-Product Endorsements**

**(See Forms Schedule on Common  
Declarations for applicability)**

## **Economic or Trade Sanctions Compliance - 145985 06 14**

### Policy Amendment

The following is added to the Policy and replaces any other provision in the Policy addressing economic or trade sanctions:

This insurance does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit us (the Company) from providing insurance.

All other terms and conditions of the policy remain unchanged.



IL 00 03 09 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMON POLICY CONDITIONS**

All Coverage Parts included in this policy are subject to the following conditions.

### **A. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **B. Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### **C. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### **D. Inspections And Surveys**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### **E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

# **GENERAL LIABILITY**

**Civil Union Amendatory Endorsement - 145983 10 13**

Policy Amendment

The following provision is added to the policy:

Spouse, wherever used in the policy, is amended to include civil union and domestic partnerships as recognized by any applicable federal, state or local law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be 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 **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** 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, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (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 "bodily injury" or "property damage" 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 **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product 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 **(a)** 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 **(b)** 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:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (c)** 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 than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d)** 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.

"Property damage" includes all forms of radioactive contamination of property.

IL 70 05 02 96

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Amendment of Policy - Additional Condition - IL 70 05 02 96**

Policy Amendment(s) Commercial General Provisions

**This endorsement modifies insurance provided under the following:**

**American Business Coverage  
Commercial General Liability  
Automobile  
Crime  
Inland Marine  
Farm Property  
Farm Liability**

You and we agree to add this condition to the policy:

### **Two or More Policies Issued By Us**

The Other Insurance provisions changed to add the following:

If the same **occurrence**, accident, loss or damage is covered under more than one policy issued by us or a company affiliated with us, the following applies:

1. The maximum Limit of Insurance that applies under all policies shall not exceed the highest limit that applies under any one policy.
2. For Farm Liability, General Liability or Automobile: we will not provide coverage after the aggregate limit of insurance that applies under any one policy:
  - a. has been exhausted; or
  - b. would have been exhausted had all covered claims been submitted under that one policy rather than under two or more policies.

This condition does not apply to a policy issued to apply as excess over this policy.



## GENERAL LIABILITY COVERAGE SECTION - DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific **location(s)** as displayed on the Common Policy Declarations. If the word "**ALL**" is shown in the Location(s) column shown in these Declarations, then such word means all **locations** as displayed on the Common Policy Declarations **except** operations at locations that are specifically excluded.

**Audit Period**  
**Annual**

### Commercial General Liability Coverage Form (CG 00 01 04 13)

Coverage Description	Limits of Insurance
Commercial General Liability Coverage Part	
General Aggregate Limit (Other than Products - Completed Operations)	\$ Refer to Memorandum
Products-Completed Operations Aggregate Limit	\$ Refer to Memorandum
Personal & Advertising Injury Limit	\$ Refer to Memorandum
Each Occurrence Limit	\$ Refer to Memorandum
Damage To Premises Rented To You Limit-Any One Premises	\$ Refer to Memorandum
Medical Expense Limit- Any One Person	\$ Refer to Memorandum

## Endorsements

### Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations (CG 20 12 04 13)

<b>State Or Governmental Agency Or Subdivision Or Political Subdivision</b>
Any person or organization named on a Certificate of Insurance issued by the Program Administrator, R.V. Nuccio & Associates Insurance Brokers, Inc.

**Additional Terms:** If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this endorsement does not apply to such person or organization.

### Additional Insured - Designated Person or Organization (CG 20 26 04 13)

<b>Name of Additional Insured Person(s) or Organizations(s)</b>
Any person or organization named on a Certificate of Insurance issued by the program administrator, RV. Nuccio & Associates Insurance Brokers, Inc.

**Additional Terms:** If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this endorsement does not apply to such person or organization.

### Fungi or Bacteria Exclusion (CG 72 18 04 08)

<b>Specified Location (If Applicable)</b>
All

### Exclusion - Designated Operations or Activities (ENTGL 025 01 19)

<b>Description of Designated Operations or Activities</b>
Use, sale or rental of the following: a. Mechanical Amusement Device b. Bungee Jumping c. Motorized vehicles and personal transportation devices

### Exclusion - Sports or Athletic Participant (ENTGL 030 01 19)

**Additional Terms:** However, this exclusion does not apply to the following: 1. Bowling 2. Running event on school grounds 3. Golf Tournament 4. Jog-A-Thon 5. Walk-A-Thon

### Amendment of Limits of Insurance (CG2502 07 98)

Limits as stated on the Memorandum of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### SECTION I - COVERAGES

#### COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph **1.** of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2 Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## **e. Employer's Liability**

"Bodily injury" to:

- (1)** An "employee" of the insured arising out of and in the course of:
  - (a)** Employment by the insured; or
  - (b)** Performing duties related to the conduct of the insured's business; or
- (2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by the insured under an "insured contract".

## **f. Pollution**

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i)** Any insured; or
    - (ii)** Any person or organization for whom you may be legally responsible; or
  - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured. This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**l Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.



## 2 Exclusions

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE C - MEDICAL PAYMENTS**

**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

### a. Any Insured

To any insured, except "volunteer workers".

### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;

- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
  - (a) Owned, occupied or used by;
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

**a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**b.** If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**c.** You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

**a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

**b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### **b. Excess Insurance**

**(1)** This insurance is excess over:

**(a)** Any of the other insurance, whether primary, excess, contingent or on any other basis:

**(i)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(ii)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(iii)** That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

**(iv)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I-** Coverage **A-** Bodily Injury And Property Damage Liability.

**(b)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

**(2)** When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**(3)** When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

**(a)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

**(b)** The total of all deductible and self-insured amounts under all that other insurance.

**(4)** We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.  
However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.



4. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.  
Paragraph f. does not include that part of any contract or agreement:
    - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
    - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;
  - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - Power cranes, shovels, loaders, diggers or drills; or
    - Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - Cherry pickers and similar devices used to raise or lower workers;
  - Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.  
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - Equipment designed primarily for:
      - Snow removal;
      - Road maintenance, but not construction or resurfacing; or
      - Street cleaning;
    - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;

- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f.** The use of another's advertising idea in your "advertisement"; or
  - g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16.** "Products-completed operations hazard":
- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1)** Products that are still in your physical possession; or
    - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a)** When all of the work called for in your contract has been completed.
      - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b.** Does not include "bodily injury" or "property damage" arising out of:
    - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 17.** "Property damage" means:
- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- 20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 21.** "Your product":
- a.** Means:
    - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a)** You;
      - (b)** Others trading under your name; or
      - (c)** A person or organization whose business or assets you have acquired; and
    - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2)** The providing of or failure to provide warnings or instructions.
  - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22.** "Your work":
- a.** Means:
    - (1)** Work or operations performed by you or on your behalf; and
    - (2)** Materials, parts or equipment furnished in connection with such work or operations.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2)** The providing of or failure to provide warnings or instructions.

## Sexual Misconduct Liability - 141281 03 19

Policy Amendment(s) Commercial General Liability Coverage Form

**Coverage applicable to liability arising from sexual misconduct is solely provided by this form.**

Read this endorsement very carefully to determine rights, duties and what is and is not covered.

We agree with you as follows:

**Section I - Coverages** is amended to include the following changes:

**Coverage A. Bodily Injury and Property Damage Liability** of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is modified by adding the following exclusion:

Any claim or **suit** arising out of acts of **sexual misconduct**.

**Coverage B. Personal Injury** of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is modified by adding the following exclusion:

Any claim or **suit** arising out of acts of **sexual misconduct**.

We have no right or duty under Coverage A. or Coverage B. to defend against any claim or **suit** arising out of any acts of **sexual misconduct**.

**Coverage D. Sexual Misconduct Liability Coverage** is added to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM by the following:

### 1. Insuring Agreement

We will pay those sums that the **insured** becomes legally obligated to pay as damages because of **sexual misconduct** to which this insurance applies. This insurance applies only to claims or **suits** arising out of acts of **sexual misconduct** provided that the sexual misconduct takes place in the **coverage territory** during the policy period for which this coverage applies.

Damages which arise out of a single act, or any series of related acts of **sexual misconduct** against any one person including any breach of duty allowing or contributing to such act(s) will be considered a single act. The date of the act shall be deemed to be the date of the first act of **sexual misconduct**. If the date of the act precedes the effective date of this coverage, then any liability arising from the act (or series of related acts) is not covered by this coverage form.

We have the right and duty to defend any **suit** seeking those damages. We have the right to defend any **insured** until a judgment or other final adjudication by a court, jury or arbitrator identifies the person(s) responsible for the damages. However, we have no duty to defend any **insured** against any claim or **suit** seeking damages for **sexual misconduct** to which this insurance does not apply. We may at our discretion investigate any act of **sexual misconduct** and settle any claim or **suit** that may result. But:

The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III), and our right and duty to defend ends when we have used up the applicable limit of insurance in payment of judgments or settlements under this coverage form.

The policy period for this policy of insurance may be comprised of more than one consecutive annual period. However, whether or not this policy of insurance applies to more than one consecutive annual policy period, the most we will pay for all damages arising out of an act, or series of related acts of **sexual misconduct** during one annual policy period is the limits of insurance available under that one annual policy period. (See Limits of Insurance Section III.)

### 2. Exclusions

a. This insurance does not apply to:

- (1) **Sexual Misconduct** expected or intended from the standpoint of the insured.
- (2) Any person who participates in, condones, or ratifies any act of **sexual misconduct**.
- (3) The cost of defense of, or any cost of paying fines or penalties for any insured resulting from violations of a criminal or penal statute.

- (4) Any obligation of the insured under a workers' compensation, disability benefits or any similar law.
- (5) **Sexual Misconduct** claims or **suits** by:
  - (a) Any **employee** or prospective **employee** of the insured arising out of and in the course of employment by the insured or performing duties related to the conduct of the insured's business; or
  - (b) The spouse, child, parent, brother, sister of that **employee** or volunteer as a consequence of (a) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of **sexual misconduct**.

**Section III - Limits of Insurance** of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to add the following limits for **Coverage D. Sexual Misconduct Liability Coverage**:

8. Subject to Paragraph 2., the most we will pay under **Coverage D. Sexual Misconduct Liability Coverage**, for damages arising out of **sexual misconduct** is \$1,000,000 for all acts of **sexual misconduct**.

**Section III - Limits of Insurance**, Paragraph 2. of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is replaced with:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of **bodily injury or property damage** included in the **products-completed operations hazard**;
  - c. Damages under Coverage B; and
  - d. Damages under Coverage D.

The policy period for this policy of insurance may be comprised of more than one consecutive annual period. However, whether or not this policy of insurance applies to more than one consecutive annual policy period, the most we will pay for all damages arising out of all acts of **sexual misconduct** during one annual policy period is the aggregate limits of insurance available under that one annual policy period.

This provision applies even if the damages arising from acts of **sexual misconduct** during one annual period continues or progressively deteriorates into subsequent annual periods.

**Section V - Definitions**, of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following:

17. **Sexual Misconduct** means:

Any act or any series of related acts or behavior, or any physical contact or touching which attempts or culminates in any sexual conduct or sexual exploitation which leads to a claim(s), or **suit(s)** being brought against any **insured**.

For purposes of this definition, sexual conduct includes, but is not limited to any act with the intent of arousing, appealing to, or gratifying the lust, passions, or sexual desires of any person.

For purposes of this definition, sexual exploitation includes, but is not limited to: the taking of; development; duplication; printing; or exchanging any film, photographs, videotapes, or slides of any person with the intent of arousing, appealing to, or gratifying the lust, passions, or sexual desires of another person.

**COMMERCIAL GENERAL LIABILITY  
CG 20 02 11 85**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - CLUB MEMBERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY  
OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR  
AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

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

**A. Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. However:
  - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL GENERAL LIABILITY  
CG20260413**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

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

**A. Section II -Whols An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT- RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

## Complete Lead Poisoning and Lead Contamination Exclusion CG 70 92 0319

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **lead**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **lead**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **lead**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **lead**; or
- (4) Any claim, **suit** or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of **lead**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements as to any claim, **suit** or proceeding involving or allegedly involving, **lead**.

As used in this exclusion, **lead** includes, but is not limited to the mineral **lead** (chemical element & symbol {lead (Pb)} Atomic number 82) in any form, whether or not the **lead** is:

- (1) Pure;
- (2) Contained in, or on, or incorporated into, products, goods or materials;
- (3) Solid, liquid, gaseous or in fumes; or
- (4) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **Bodily injury or Property damage** that is caused by a sudden, abrupt striking by, or impact with, **lead**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.

## Complete Asbestos Exclusion - CG 70 93 03 19

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **asbestos**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **asbestos**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **asbestos**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **asbestos**; or
- (4) Any claim, **suit** or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating neutralizing or in any way responding to, or assessing the effects of **asbestos**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements as to any claim, **suit** or proceeding involving or allegedly involving **asbestos**.

As used in this exclusion, **asbestos** includes, but is not limited to the mineral **asbestos** in any form, whether or not the **asbestos** is:

- (1) A fiber, particle, or dust;
- (2) Contained in, or on, or incorporated into, products, goods or materials; or
- (3) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **bodily injury or property damage** that is caused by a sudden, abrupt striking by, or impact with, **asbestos**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.

## Fungi or Bacteria Exclusion - CG 72 18 04 08

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Part

#### Schedule

#### Specified Location (If Applicable)

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

With respect to the location(s) shown in the above Schedule, the Commercial General Liability Coverage Part is amended as follows.

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:

#### Fungi or Bacteria

- a. **Bodily injury or property damage** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

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:

#### Fungi or Bacteria

- a. **Personal and advertising injury** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** section:

**Fungi** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

All other terms and conditions of the policy remain unchanged.

## **Personal and Advertising Injury Hazard Redefined - CG 72 75 03 19**

Policy Amendment(s) Commercial General Liability Coverage Form

**Your Commercial General Liability Coverage Form is revised as follows:**

SECTION V - DEFINITIONS, 14. **Personal and Advertising Injury**, item c., is replaced by the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

## **Emergency First Aid Endorsement- CG 72 86 12 08**

Policy Amendment(s) Commercial General Liability Coverage Form

An **employee** at work on the Named Insured's premises will be construed to be acting within the course and scope of their employment while performing emergency first aid upon another person. If that other person is a co-employee, Exclusion E., Employer's Liability, will not apply.

A **volunteer worker** performing duties related to the conduct of your business on the Named Insured's premises will be construed to be acting within the course and scope of such duties while performing emergency first aid upon another person.

The coverage provided by this endorsement will not apply if the **employee or volunteer worker** is a medical professional.

All other terms and conditions remain unchanged.



## **Cross Suits Exclusion (Any Insured) - CG 72 94 01 12**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

### **Commercial General Liability Coverage Part**

The insurance provided by this policy does not apply to any liability arising out of any claim or **suit** by any insured against any other insured.

All other terms and conditions of the policy remain unchanged.

## Exclusion - Unmanned Aircraft - CG 73 04 06 15

Policy Amendment(s) Commercial General Liability

### Commercial General Liability Coverage Part

A. Exclusion 2.g. **Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

#### 2 Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

##### **Unmanned Aircraft**

**Bodily injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and **loading or unloading**. This **Unmanned Aircraft** exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

##### **Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft**

**Bodily injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than **unmanned aircraft**), **auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

This Aircraft (Other Than **Unmanned Aircraft**), **Auto** or Watercraft exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft (other than **unmanned aircraft**), **auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This Aircraft (Other Than **Unmanned Aircraft**), **Auto** or Watercraft exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **Bodily injury or property damage** arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of **mobile equipment**.

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B - Personal and Advertising Injury Liability:**

## 2. Exclusions

This insurance does not apply to:

### **Unmanned Aircraft**

**Personal and advertising injury** arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and **loading or unloading**.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the **personal and advertising injury** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**.

This exclusion does not apply to:

- a. The use of another's advertising idea in your **advertisement**; or
- b. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

## C. The following definition is added to the **Definitions** section:

**Unmanned aircraft** means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

## Field of Entertainment Exclusion - ENTGL 000 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Part

#### I. Exclusion

The following is added paragraph 2. **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:**

This policy does not apply to **personal and advertising injury** arising directly or indirectly out of:

- A. The **media content** of, or creation, advertisement, publication, distribution, exhibition or use, by you or any other person or organization of **entertainment products**;
- B. The words or conduct of any person, guest, player or performer in any live or recorded event, including but not limited to, any:
  1. Show;
  2. Theatrical or non-theatrical performance;
  3. Motion picture, television, audio or video production;
  4. Computer online service, including social media;
  5. Internet or web content;
  6. Exhibition; or
  7. Media interview;

This exclusion does not apply to the offenses identified in paragraphs a. and c. in the definition of **personal and advertising injury**.

#### II. New Definitions

As used in this endorsement, the following definitions are added to **Section V - Definitions**:

- A. **Entertainment products** are defined as any and all programs, productions, performances, films, television programs, recordings, exhibitions, publications, materials and media of any kind, type, or form and in any stage of completion, including, but not limited to:
  1. Motion pictures;
  2. Documentary, industrial, commercial, educational or training films;
  3. Television programs;
  4. Webisodes and other such programs streamed over the internet;
  5. Radio programs;
  6. Theatrical stage plays;
  7. Concerts;
  8. Scripts, manuscripts, books and articles;
  9. Audio, video or digital tapes and recordings of any kind or form;
  10. Sheet music and lyrics;
  11. Music and musical recordings of any type or form;

B. **Media content** means the substance of any communication of any kind whatsoever within **entertainment products** or advertising, regardless of the nature or form of such **media content** or the medium by which such **media content** is communicated, including but not limited to language, written word, data, film, digitized content, facts, music, photographs, images, advertisements, artistic expression, or visual or graphic materials.

II. All other terms and conditions remain unchanged.

## **Errors and Omissions Exclusion - ENTGL 023 01 19**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

### **Commercial General Liability Coverage Part**

#### **I Exclusion**

This insurance provided by this policy does not extend to any claim or **suit** arising directly or indirectly out of or in any way related to any liability for errors and omissions, including but not limited to:

- A. Radio, television and motion picture producers' errors and omissions liability;
- B. Advertisers' errors and omissions liability;
- C. Broadcasters' errors and omissions liability;
- D. Publishers' errors and omissions liability;
- E. Loss arising from any publication or literature including any musical material conducted or composed, by or on behalf of the named insured; or
- F. Liability arising out of contracts or agreements with labor unions except entertainment related unions or professional guilds.

**I** All other terms and conditions remain unchanged.

## Exclusion - Designated Operations or Activities - ENTGL 025 01 19

Policy Amendment - Commercial General Liability

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part**

### SCHEDULE

Description of Designated Operations or Activities

Specified Location (If Applicable)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

#### I Exclusion

The following exclusion is added to Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** and to Paragraph 2. **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability**:

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of the operations and/or activities described in the Schedule of this endorsement, regardless of whether such operations or activities are conducted by you or on your behalf, for you or for others.

If a specific **location** is designated in the Schedule of this endorsement, this exclusion applies only to the described operations or activities conducted at that **location**. If no **location** is specified in the Schedule, this exclusion applies regardless of where such operations or activities are conducted.

#### I New Definition

**Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

III. All other terms and conditions of the policy remain unchanged.

## **Exclusion - Motorized Events - ENTGL 026 01 19**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

### **Commercial General Liability Coverage Part**

#### **I Exclusion**

The insurance provided by this policy does not extend to any motorized events.

**I** All other terms and conditions remain unchanged.



## **Exclusion - Pyrotechnics and Explosives - ENTGL 027 01 19**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

### **Commercial General Liability Coverage Part**

#### **I Exclusion**

This insurance does not apply to **bodily injury, property damage or personal and advertising injury** arising directly or indirectly out of fireworks, pyrotechnic devices, or any explosive materials.

**I** All other terms and conditions remain unchanged.

## **Exclusion - Sports or Athletic Participant - ENTGL 030 01 19**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

### **Commercial General Liability Coverage Part**

#### **I. Exclusion**

This insurance does not apply to **bodily injury** to any person arising directly or indirectly out of, or in any way related to such **participant** taking part in:

- A. The instructing or supervising;
- B. Trying out for;
- C. Training or practicing for; or
- D. Participating in;

any athletic event, athletic contest, or athletic activity that you organize, promote or sponsor.

#### **II. New Definition**

For the purposes of coverage provided by this Endorsement, **Section V - Definitions** is amended to include the following:

**Participant** means individuals that:

- A. Are actually taking part in;
- B. Are running or controlling;
- C. Are acting in the capacity of medical and security personnel for; or
- D. Have clearly defined duties directly assigned to them in;

an event, contest or activity described in paragraph I. above.

III. All other terms and conditions remain unchanged.

## Exclusion - Cyber Event - ENTIL 004 01 19

Policy Amendment

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part**

**Umbrella Coverage Part**

**Excess Liability Coverage Part**

### I Exclusion

The insurance provided by this policy does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any **cyber event**.

### I New Definition

A. **Cyber Event** means any:

1. Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of data. Data includes but is not limited to, personal information in any form;
2. Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing);
3. Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) occurring in the **company's computer system**;
4. Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
5. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **company's computer system**; and/or
6. Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.

B. **Company's computer system** means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

III. All other terms and conditions remain unchanged.

**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL GENERAL LIABILITY  
CG 25 02 07 98**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF LIMITS OF INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

	<b>Limits of Insurance</b>	
General Aggregate Limit	\$	_____
Products-Completed Operations Aggregate Limit	\$	_____
Personal & Advertising Injury Limit	\$	_____
Each Occurrence Limit	\$	_____
Damage To Premises Rented To You Limit	\$	_____ Any One Premises
Medical Expense Limit	\$	_____ Any One Person

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The limits of insurance shown in the Declarations are replaced by the limits designated in the Schedule or in the Declarations as subject to this endorsement with respect to which an entry is made.

## Amended General Aggregate Limit - Per Designated Member ENTMA 004 10 20

Policy Amendment

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### I Limits of Insurance

**Section III - Limit of Insurance** is modified to provide for the following, but only with respect to a designated **member**

- A. For all sums which a designated **member** becomes legally obligated to pay as damages caused by an **occurrence** under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which are attributable solely to the ongoing operations of such designated **member**:
1. A separate Member General Aggregate Limit applies to each designated **member**. The Member General Aggregate Limit is the most we will pay on behalf of a designated **member** for the sum of all damages under Coverage A, except damages because of **bodily injury or property damage** included in the **products-completed operations hazard**, and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds covered under the Memorandum of Insurance issued to such **member**;
    - b. Claims made or **suits** brought; or
    - c. Persons or organizations making claims or bringing **suits**.
  2. Any payments made under Coverage A and Coverage B for damages or under Coverage C for medical expenses shall reduce the Member General Aggregate Limit for such designated **member**. Such payments shall not reduce the General Aggregate Limit shown in the Declaration nor shall they reduce the Member General Aggregate Limit that is applicable to any other designated **member** covered under this Policy.
  3. The limits shown in the Declarations for Personal & Advertising Injury, Each Occurrence, Damage to Premises Rented To You and Medical Expense continue to apply to the designated **member**. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Member General Aggregate Limit.
- B. For all sums which a designated **member** becomes legally obligated to pay as damages caused by **occurrences** under **Section I - Coverage A**, damages caused by **personal and advertising injury** under **Section I - Coverage B**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which are not attributable solely to the operations of such designated **member** shown in the Schedule above:
1. Any payments made under Coverage A and Coverage B for damages or under Coverage C for medical expense will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments will not reduce any Member General Aggregate Limit.
- C. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for damages because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit applicable to the **member**, and not reduce the General Aggregate Limit nor the Member General Aggregate Limit.

II. **New Definitions**

For the purposes of coverage provided by this endorsement, the following definition is added to

**Section V - Definitions:**

**Member** means an individual, organization, group or chapter on file with the Named Insured, and designated as a Memorandum Holder on a Memorandum of Insurance issued under this Policy.

III. All other terms and conditions of the policy remain unchanged.

## Supplemental Coverage Endorsement - ENTMA 013 10 20

Policy Amendment

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
EXCESS LIABILITY COVERAGE FORM  
CRIME COVERAGE PART  
INLAND MARINE COVERAGE PART

### **I Who Is An Insured**

Any member on file with the NANPO, Inc, is a Named Insured, but only for the coverages purchased by such member under this Policy and subject to the coverage terms and conditions stated on the Memorandum of Insurance issued to such member.

### **II New Conditions**

The following conditions are added to all Coverages Forms included under this Policy:

#### **Rolling Date**

- A. In the event of termination or expiration of this Policy, coverage under the terms and conditions of this Policy will remain in force for a Memorandum of Insurance until such Memorandum of Insurance terminates or expires, not to exceed 12 months from the date of termination or expiration of this Policy.
- B. A change to this Policy only applies to a Memorandum of Insurance that has an effective date after the effective date of such change.

### **III. Amended Condition**

Commercial General Liability Coverage Form, IV - Common General Liability Conditions, Paragraph 6 is deleted and replaced by the following:

#### **6. Representations**

- a. By accepting this policy, you agree:
  - 1. The statements in the Declarations are accurate and complete;
  - 2. Those statements are based upon representations you made to us; and
  - 3. We have issued this policy in reliance upon your representations.
- b. By accepting this policy, you also agree:
  - 1. Any statements made in the application for this policy are deemed material to the acceptance of the risk or hazard assumed by us, and this policy is issued in reliance upon the truth of such representations; and
  - 2. If we discover that any such statements were false, even if unintentionally made, then, at our choice, we may rescind the policy or deny any claim that, in any way, relates to the false statement.

### **IV. Amended Inland Marine Coverage**

Entertainment Articles Floater Coverage Form - ENTEF 000 is amended as follows:

- A. Coverage Extension 1.8.6. Property Rented or Leased to Others is deleted in its entirety. B. A. - Property Not Covered under I. Coverage is deleted in its entirety and replaced by the following:

We will not cover the following types of property, unless a Limit of Insurance applicable to such

property is shown in the Declarations or is added by endorsement:

1. Aircraft, satellites, and spacecraft;
2. Accounts, bills, currency, numismatic properties or money, food stamps, notes, securities, stamps, deeds, evidences of debt, letters of credit, credit cards, passports, transportation, admission or other tickets;
3. Any type of animal, insect or marine life;
4. Antiques and fine art;
5. Buildings or their improvements and betterments;
6. Contraband, or property in the course of illegal transportation or trade;
7. Live plants, lawns, trees, sidewalks or landscape;
8. Motor vehicles, or other conveyances (other than **mobile equipment** and trailers);
9. Negative film, video tape, tapes, eels, transparencies, positives, sound tracks, art work, **data** stored or recorded on any form of **media**;
10. Valuable Papers and Records, meaning inscribed, printed or written documents, manuscripts or records including abstracts, books, deeds, drawings, maps or mortgages (other than printed materials used for your National, State and Local Conventions); and
11. Watercraft.

V. All other terms and conditions of the policy remain unchanged.



# **Inland Marine Entertainment Articles Floater**

IL 70 05 02 96

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Amendment of Policy - Additional Condition - IL 70 05 02 96**

Policy Amendment(s) Commercial General Provisions

**This endorsement modifies insurance provided under the following:**

**American Business Coverage  
Commercial General Liability  
Automobile  
Crime  
Inland Marine  
Farm Property  
Farm Liability**

You and we agree to add this condition to the policy:

### **Two or More Policies Issued By Us**

The Other Insurance provisions changed to add the following:

If the same **occurrence**, accident, loss or damage is covered under more than one policy issued by us or a company affiliated with us, the following applies:

1. The maximum Limit of Insurance that applies under all policies shall not exceed the highest limit that applies under any one policy.
2. For Farm Liability, General Liability or Automobile: we will not provide coverage after the aggregate limit of insurance that applies under any one policy:
  - a. has been exhausted; or
  - b. would have been exhausted had all covered claims been submitted under that one policy rather than under two or more policies.

This condition does not apply to a policy issued to apply as excess over this policy.

## ENTERTAINMENT ARTICLES FLOATER COVERAGE SECTION - DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If a coverage shown in the Declarations does not show a corresponding Limit of Insurance, then no insurance is provided for such coverage.
- If "O", "N/A", or "not covered" appears as a Limit of Insurance in the Declarations for a described coverage, then no insurance is provided for such described coverage.
- If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific location(s) as displayed on the Common Policy Declarations.

### Entertainment Articles Floater Coverage Form (ENTEF 000 01 19)

#### Limits of Insurance

Location(s)	Type of Covered Property	Limit of Insurance	Deductible
Anywhere in Coverage Territory	Miscellaneous Equipment -Unscheduled	\$ Refer to Memorandum	\$ Refer to Memorandum

#### Coverage Extensions

Coverage Description	Limit of Insurance
Civil Authority	Included within the applicable limit of insurance
Debris Removal	Lesser of 25% of loss; 25% of applicable limit of insurance; or \$10,000
Extra Expense	\$ Refer to Memorandum
Loss of Use	\$ Refer to Memorandum
Preservation of Property	Included within the applicable limit of insurance
Pollutant Cleanup and Removal	\$ Refer to Memorandum
Property Rented to Others	\$ Refer to Memorandum
Newly Acquired Covered Property	Lesser of \$50,000 or 25% of the applicable limit of insurance

**Additional Terms:** Coverage is only provided to the extent that coverage is purchased by the Member and stated on the Memorandum of Insurance issued to such member.

#### Endorsements

### Supplemental Coverage Endorsement (ENTMA 013 10 20)

## Entertainment Articles Floater ENTEF 000 01 19

### Commercial Inland Marine Coverage Part

This Coverage Form - ENTEF 000, together with its Declarations and endorsements, complete the coverage provided under the Commercial Inland Marine Coverage Part of this policy.

The titles of paragraphs contained in this Coverage Form and the subsequent endorsements that make up the Commercial Inland Marine Coverage Part are inserted for ease of reference and shall not be deemed in any way to modify or extend the provisions to which they relate.

Throughout this Coverage Form the words **you** and **your** refer to the Named Insured shown in the Declarations. The words **we**, **us**, and **our** refer to the Company providing this insurance.

Other words and phrases that appear in bold face have special meaning. Refer to the Definitions Section of this Coverage Form or the definitions located within any endorsements that may be attached and that make up the Commercial Inland Marine Coverage Part.

Read the entire Policy carefully to determine rights, duties and what is and is not covered.

#### I Coverage

We will pay for direct physical loss of or damage to **covered property** that is either owned by you or that is the property of others for which you are legally liable, provided that the loss or damage takes place during the policy period and is not excluded or limited in this Coverage Form.

##### A Property Not Covered

We will not cover the following types of property, unless a Limit of Insurance applicable to such property is shown in the Declarations or is added by endorsement:

1. Aircraft, satellites, and spacecraft;
2. Accounts, bills, currency, numismatic properties or money, food stamps, notes, securities, stamps, deeds, evidences of debt, letters of credit, credit cards, passports, transportation, admission or other tickets;
3. Any type of animal, insect or marine life;
4. Antiques and fine art;
5. Buildings or their improvements and betterments;
6. Contraband, or property in the course of illegal transportation or trade;
7. **Electronic Data Processing Property;**
8. Furniture and fixtures;
9. Live plants, lawns, trees, sidewalks or landscape;
10. Motor vehicles, trailers, or other conveyances (other than **mobile equipment**);
11. Negative film, video tape, tapes, eels, transparencies, positives, sound tracks, art work, **data** stored or recorded on any form of **media**;
12. Valuable Papers and Records, meaning inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, maps or mortgages; and
13. Watercraft.

## B. Coverage Extensions

The Coverage Extensions described below are subject to the terms and conditions of this Coverage Form and the Policy to which it is attached. If an applicable limit is shown in the Declarations, stated below, or added by endorsement, then we will also pay you for the following, provided that the loss or damage takes place during the policy period.

### 1. Civil Authority

Direct physical loss of or damage to **covered property** caused by or resulting from actions by a civil authority in an attempt to prevent further loss or damage that would be otherwise covered under this Coverage Form.

The most we will pay for Civil Authority is the applicable Limit of Insurance for **covered property** stated in the Declarations.

### 2. Debris Removal

Your expense to remove debris of **covered property** that has sustained direct physical loss or damage that is not excluded or limited in this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. The most we will pay for Debris Removal is the lesser of:

- a. 25% of the **replacement cost** of such **covered property**;
- b. 25% of the applicable Limit of Insurance; or
- c. \$10,000.

This Coverage Extension does not apply to costs to extract **pollutants** from land or water or to remove, restore or replace polluted land or water.

### 3. Extra Expense

The actual **extra expense** you sustain.

This **extra expense** coverage only applies when the **suspension of operations** during the **period of restoration** is caused by direct physical loss or damage to **covered property** that is not excluded or limited in this Coverage Form.

The most we will pay for Extra Expense in any one occurrence is \$2,500 or the applicable Limit of Insurance stated in the Declarations.

### 4. Loss of Use

Damages you are legally liable for because of the actual loss of use of **covered property** owned by others that is in your care, custody or control, provided that the loss of use is caused by direct physical loss of or damage to such **covered property** that is not excluded or limited in this Coverage Form. The most we will pay for Loss of Use is the Limit of Insurance stated in the Declarations. If no limit is shown in the Declarations, the most we will pay under this coverage is \$2,500.

### 5. Newly Acquired Covered Property

Direct physical loss or damage to **covered property** you acquire after the inception of this Policy provided that the physical loss or damage is not excluded or limited in this Coverage Form. This coverage will end when the first of the following occurs:

- a. This policy expires or is cancelled;
- b. 30 days have passed from the date you acquire the property; or
- c. You report the value of the newly acquired property to us.

The most we will pay for Newly Acquired Covered Property in any one occurrence is 25% of the total insured value stated in the Declarations for the applicable **covered property** up to a maximum of \$50,000. This limit shall be in addition to any applicable Limit of Insurance stated in the Declarations.

Once you report the value of such newly acquired property to us, we will charge you additional premium for values reported from the date you acquired the property.

#### 6. **Property Rented or Leased to Others**

Direct physical loss of or damage to property you own or property of others for which you are legally liable that you have rented to others, provided that the physical loss or damage is not excluded or limited in this Coverage Form.

The most that we will pay for Property Rented or Leased to Others in any one occurrence is \$25,000. This limit is in addition to any applicable Limit of Insurance stated in the Declarations.

### II. **Limit of Insurance and Deductible**

#### A. **Limit of Insurance**

We will pay up to the applicable Limit of Insurance as stated in the Declarations or endorsement. The applicable Limit of Insurance shown in the Declarations or endorsement is the most we will pay for all loss, damage, or expense under any coverage in this coverage form regardless of the number of Named Insureds or other interests that have suffered such loss, damage, or expense. Payments made under this insurance will not exceed the actual amount of covered loss, damage, or expense.

#### B. **Deductible**

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the deductible shown in the Declarations or endorsement. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance. If more than one deductible is applicable to the same occurrence under this Coverage Form, then we will only apply the highest deductible that would apply.

### III. **Exclusions**

We will not pay for any loss, damage, or expense caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### A. **Detrimental Code**

**Detrimental code.** This exclusion applies regardless of how the **detrimental code** was introduced or acquired.

#### B. **Dishonesty or Criminal Acts**

Fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by:

1. You, any of your partners, members, officers, managers, employees, leased employees, directors, trustees or authorized representatives;
2. Anyone else with an interest in the property, or their employees or authorized representatives; or
3. Anyone else to whom the property is entrusted except for carriers for hire.

#### C. **Government Action**

1. Seizure or confiscation of property by any government or public authority; or
2. Destruction of property under quarantine or customs regulation.

However, this exclusion will not apply to any coverage afforded under the Civil Authority Coverage Extension.

#### D. **Intentional Acts**

Intentional acts committed by you, at your direction or with your knowledge.

#### E. **Mechanical Breakdown and Electrical Disturbance**

1. Mechanical breakdown or failure;
2. Rupture or bursting caused by centrifugal force; or

3. Electrical artificially generated electrical current, including electrical arcing.

#### **F. Neglect**

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

#### **G. Nuclear Activity**

1. Any weapon employing atomic fission, atomic fusion or radioactive force; or
2. Nuclear reaction, nuclear radiation, or radioactive contamination, however, if fire results, then we will pay for that resulting loss, but only if such loss would otherwise be covered under this Coverage Form.

#### **H. Pollution**

Discharge, dispersal, seepage, migration, release or escape of **pollutants** or environmental impairment of any kind. However, if any of these results in a cause of loss not otherwise excluded, then we will pay for the loss or damage caused by such resulting cause of loss.

#### **I. War and Military Action**

1. War (declared or undeclared);
2. Warlike action by a military force, including anything done to hinder or defend against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Invasion or insurrection, rebellion, revolution or civil war, seizure of power, or anything done to hinder or defend against these actions.

#### **J. Wear and Tear, Deterioration and Animals**

1. Wear and tear or gradual deterioration;
2. Any quality in the property that causes it to damage or destroy itself or hidden or latent defect;
3. Dampness, cold, freezing, or heat;
4. Mold, wet or dry rot, decay, rust or corrosion, or bacterial contamination;
5. Marring or scratching;
6. Nesting or infestation, or discharge or release of waste products or secretions by insects, birds, rodents or other animals; or
7. Shrinkage, evaporation, or loss of weight.

### **M. Loss Payment Conditions**

#### **A. Abandonment**

There can be no abandonment of any property to us.

#### **B. Appraisal**

1. If we and you disagree on the value of the property, the amount of business income loss if applicable, or other amount of loss, then either party may make written demand for an appraisal of the loss. In this event, such party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, then either party may request that selection be made by a judge of a court having jurisdiction. Any umpire that is selected must have demonstrated prior experience in valuing the type of loss that is at issue. The appraisers will state separately the applicable value of such property, or the amount of such loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two parties will be binding. Each party will:
  - a. Pay its chosen appraiser; and
  - b. Bear the other expenses of the appraisal and umpire equally.
2. If there is an appraisal, we will still retain our right to deny the claim.

### C. Duties in the Event of Loss or Damage

1. In the event of covered loss or damage you must see that the following are done.
  - a. Notify the police if a law may have been broken.
  - b. Give us prompt notice of the loss or damage. Include a description of the property involved.
  - c. Give us a description of how, when and where loss or damage occurred as soon as possible.
  - d. Take all reasonable steps to protect the covered property from further damage and, if feasible, set the damaged property aside and in the best possible order for examination. We will not pay for any subsequent loss or damage that is caused by or results from your failure to take such steps.
  - e. Keep a record of your necessary expenses that you incurred:
    - (1) To protect covered property from further damage; and
    - (2) For emergency and temporary repairs;
 for consideration in the settlement of the claim. Such expenses incurred, if covered, will not increase the Limit of Insurance.
  - f. At our request, give us complete inventory of the damaged and undamaged property. Include quantities, costs, values, and amount of loss claimed.
  - g. As often as may be reasonably be required, permit us to:
    - (1) Inspect your property in order to prove the loss or damage;
    - (2) Take samples of damaged and undamaged property for inspection, testing and analysis; and
    - (3) Examine your books and records and make copies of such books and records.
  - h. Send us a signed, sworn statement of loss containing the information we request to investigate the claim. We will supply the necessary forms. You must complete such forms within 90 consecutive calendar days of our request.
  - i. Cooperate with us in the investigation or settlement of the claim.
2. We may examine under oath:
  - a. You, your partners, or members;
  - b. Managers, officers, directors, trustees or employees (including leased employees);
  - c. Authorized representatives, or anyone to whom you entrust property for any purpose;
 while not in the presence of other such persons (other than your legal counsel), and at such times as may reasonably be required, about any matter relating to this coverage form or a claim under this coverage form, including your books and records. In the event of an examination under oath, the person being examined must verify that their answers are accurately recorded.
3. The failure of any person, other than:
  - a. You, your partners, or members of your business;
  - b. A person employed by your business as a manager, officer, director or member of your management staff; or
  - c. A trustee or other person with legal authority over your business;
 to notify us of any loss or damage that may be covered under this coverage form, shall not invalidate the insurance afforded by this coverage form.

### D. Loss Payment

1. Within 30 days of receiving the properly executed, sworn statement of loss, we will give you notice that:
  - a. Your claim is denied;
  - b. Your claim will be paid; or



- c. We need more time to determine whether your claim will be denied or paid; in whole or in part.
2. If your claim is denied, then such notice will be in writing and will state any applicable policy provision, condition, or exclusion used as the basis for the denial.
3. For that portion of the loss or damage that is covered under this coverage form, we will pay your claim within 30 days of receiving the properly executed sworn statement of loss, if:
  - a. You have complied with all of the terms and conditions of the policy; and
  - b. We have reached agreement with you on the amount of loss or an appraisal award has been made. However, we will not pay you more than your financial interest in lost or damaged property.
4. If more time is needed to determine whether your claim should be denied or paid, then we will notify you in writing and state why more time is needed.
5. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, then such payments will satisfy your claims against us for the owners' property.

#### **E. Method of Valuation**

In the event of loss or damage, the value of property will be determined as of the time of loss or damage as follows:

Unless otherwise stated in the Declarations, the most we will pay will be the lesser of the following:

1. The cost of reasonably restoring the **covered property** to its condition immediately before loss or damage;
2. The **replacement cost** of the **covered property**;
3. The amount for which you are legally liable; or
4. The applicable Limit of Insurance shown in the Declarations.

We will not pay on a **replacement cost** basis until you actually repair or replace the lost or damaged property. The repair or replacement of damaged property must be made as soon as reasonably possible, but in no event later than two years after the date that you sustained covered loss or damage.

Until the lost or damaged property is actually repaired or replaced, we will only pay the value of such property on an **actual cash value** basis as of the time of the loss or damage.

#### **F. Pairs or Set**

If a covered loss occurs to your property that is part of a pair or set, then we will only pay for a reasonable and fair proportion of the total value of the pair or set. We will not pay on the basis of a loss to the entire pair or set.

#### **G. Recovered Property**

1. If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. If the recovered property is returned to you, then you must return to us the amount of the claim we paid to you for the property.
2. Subject to the applicable Limit of Insurance described in the Declarations:
  - a. We will pay recovery expenses and the expenses to repair the recovered property; and
  - b. If the recovered property is damaged and we agree that it cannot be restored, but you wish to keep the damaged property, then you will pay us the property's **fair market value** immediately after the recovery, but not more than the amount of the claim we paid you for the property.

### **V. General Conditions**

#### **A. Authorization & Notices**

You agree that the first Named Insured shown in the Declarations shall act on behalf of all other Named Insureds. All correspondence concerning this coverage form will take place between the first Named Insured

and us. Notice sent to the first Named Insured at the address of such first Named Insured stated in the Declarations shall also constitute notice to all Named Insureds.

## **B. Calculation of Premium**

The premium shown in the Declarations was computed based on rates in effect at the time the Policy was issued. On each renewal, continuation, or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.

## **C. Cancellation and Nonrenewal**

### **1. Cancellation**

- a. You may cancel this policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect.
- b. We may cancel this policy by notifying you with advance written notice stating the reason for cancellation, to the last address known to us, at least:
  - (1) 10 consecutive calendar days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 consecutive calendar days before the effective date of cancellation if we cancel for any other reason.
- c. The notice of cancellation will state the effective date of cancellation, which ends the policy period.
- d. If this Policy is canceled, then we will send the first Named Insured any premium refund due. If we cancel, then the refund will be computed on a pro-rata basis. If you cancel the policy, then the refund may be less than pro rata but no less than the amount determined by our rules in effect at the time. The cancellation will be effective even if we have not made or offered a refund.
- e. Proof of mailing will be sufficient proof of notice.

### **2. Nonrenewal**

- a. We are not required to renew this Policy when it expires.
- b. If we elect not to renew this Policy, then we will mail by first class or delivering to the first Named Insured and the agent or broker of record, at their address shown in the Declarations, written notice stating the reason for nonrenewal, at least 60 consecutive calendar days but not more than 120 consecutive calendar days before the effective date of nonrenewal.
- c. Notice of non renewal will state the effective date of nonrenewal. The Policy Period will end on the date of nonrenewal.
- d. If the notice is mailed, then proof of mailing will be sufficient proof of mailing of notice.

## **D. Changes**

The Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

## **E. Concealment, Misrepresentation, or Fraud**

This Policy is void in any case of fraud, intentional concealment or misrepresentation by you or any other insured.

## **F. Conformity to Statute**

Terms of the coverage form which are in conflict with the statutes of the state where the Policy is issued are amended to conform to such statutes.

**G Control of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance. The breach of any condition of this Policy at any one or more locations will not affect coverage at any one location where, at the time of loss or damage, the breach of condition does not exist.

**H Coverage Territory**

This Insurance provides coverage wherever the property may be located, except for where we are legally prohibited from providing coverage.

**I Examination of Your Books and Records**

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period and up to three years afterward.

**J Inspections and Surveys**

1. We have the right but are not obligated to make inspections and surveys at any time, give you reports on the conditions we find, and recommend changes.
2. Any such inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections and we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe, healthful, or comply with laws, regulations, codes or standards.
3. Items VI.J.1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.
4. Item VI.J.2. of this condition does not apply to any inspections, surveys, reports or recommendations we make or any other inspection service, or other similar organization may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**K No Benefit to Bailee**

No person or organization, other than you, having custody of **covered property** will benefit from this insurance.

**L Insurance Under Two or More Coverages**

If two or more coverages apply to the same item of property which sustains covered loss or damage under:

1. This Coverage Form;
2. An Endorsement to this Coverage Form; or
3. This Policy;

then the most we will pay for any loss, damage, or expense is the largest single Limit of Insurance shown in the Declarations applicable to such covered property. We will not pay more than the actual amount of such loss, damage or expense.

**M Legal Action Against Us**

No one may bring a legal action against us under this Policy unless:

1. There has been full compliance with all of the terms of this Policy; and
2. The legal action is brought within 2 years after the date upon which the direct physical loss or damage occurred.

**N Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period, then such broadened coverage will immediately apply to this Policy.

## 1. Loss Payable

1. If any Loss Payee shown in the Schedule of Loss Payees or listed as such on a Certificate of Insurance on file with us, is a creditor, whose interest in property covered by this coverage form is established by a written instrument and both you and such Loss Payee has an insurable interest in the lost or damaged property, we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and each such Loss Payee, in their order of precedence, as interests may appear.
2. Each such Loss Payee has the right to receive loss payment, even though:
  - a. We denied your claim because you failed to comply with the terms of this insurance; or
  - b. Such Loss Payee starts foreclosure or similar actions on property covered under this coverage form;

if such Loss Payee pays any premium due at our request if you have failed to do so, submits a sworn proof of loss within 60 days after receiving notice from us of your failure to do so, and has notified us of any change in ownership, or substantial change in risk known to such Loss Payee.

## P. Other Insurance

1. If you have other insurance subject to the same terms, conditions, and provisions as the insurance provided under this Policy, then we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Policy bears to the total Limits of Insurance for all insurance covering such loss or damage on the same basis.
2. If there is other insurance covering the same covered loss or damage, other than that described above in V.P.1., then subject to the deductible shown in the Declarations, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. Our payment for any covered loss or damage is subject to the terms and conditions of this Policy and the applicable Limit of Insurance shown in the Declarations.

## Q. Policy Period

Under this Policy we insure covered loss or damage commencing during the Policy Period shown in the Declarations.

## R. Premiums

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

## S. Subrogation

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, then those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to loss to your **covered property** or covered business income;
2. After a loss to your **covered property** or covered business income only if, at the time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm owned or controlled by you or that owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

#### T. Trade or Economic Sanctions

Whenever coverage under this Policy would be in violation of any U.S. trade or economic sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

#### U. Transfer of Your Rights and Duties Under This Policy

1. Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, then your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

### VI. Definitions

- A. **Actual cash value** means the cost to repair or replace covered property which has sustained loss or damage with other property:
1. Of like kind, quality, usefulness, size, and capacity, as that with which it was originally constructed; and
  2. Used for the same occupancy and purpose;
- subject to a deduction for deterioration, depreciation, depletion, obsolescence, or a combination of these.
- B. **Computer programs** means **data** used to direct the computer equipment, including diagrams or other records which can be used to reproduce programs.
- C. **Covered property** means:
1. Property owned by you that is described in the Declarations or added by endorsement, including related equipment, accessories and **merchandise**;
  2. Similar property of others in your care, custody or control and for which you are legally liable; and
  3. **Mobile equipment**.
- D. **Data** means facts, concepts or instructions which are converted to a form usable in your data processing operations, including **computer programs**.
- E. **Detrimental code** means any computer virus, malware, program, routine, sub-routine, Trojan horse, worm, script or other code string that damages, destroys, alters, or corrupts **covered property**.
- F. **Electronic data processing equipment** means:
1. Computer hardware;
  2. Machinery or equipment; and
  3. **Voice Communication systems** including their operating programs.
- G. **Electronic data processing property** means:
1. **Electronic data processing equipment** including component parts; and
  2. **Software, data, media, unused media and computer programs**.
- H. **Extra expense** means necessary expenses you incur during the **period of restoration**, over and above the expenses you would have normally incurred had there been no covered loss, in order to avoid or minimize the suspension of business and to continue your business activities.
- I. **Fair market value** means the price that a willing buyer would pay to a willing seller in an open market if the property had been offered for sale on the date of the loss.
- J. **Media** means the physical materials or equipment upon which **data** is recorded or stored.
- K. **Merchandise** means property or goods sold or distributed by you in support of your normal business operations.

- L **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles that travel on crawler treads;
  3. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted equipment, or maintained primarily for purposes other than the transportation of persons or cargo.

However, **mobile equipment** does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

M **Operations** means the usual and customary business activities in the conduct of your business.

N **Period of restoration** means the period of time that:

1. Begins immediately after the time of direct physical loss or damage for Extra Expense Coverage provided the loss or damage is not excluded or limited in this Coverage Form; and
2. Ends on the earlier of:
  - a. The date when the property should be repaired or replaced with reasonable speed and similar quality; or
  - b. The date when **operations** are resumed.

Q **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

P **Replacement cost** means the cost to repair or replace **covered property** which has sustained loss or damage with other property:

1. Of like kind, quality, size, and capacity, as that with which it was originally constructed; and
2. Used for the same occupancy and purpose;

without a deduction for physical deterioration, depreciation, depletion, or obsolescence.

Q **Software** means any combination of **data**, **media** and **computer programs**.

R **Suspension** means the slowdown or cessation of your business activities that are dependent on **covered property**.

S **Voice communication systems** means telephones, telephone systems, telephone switchgear including operating programs and related **software**.

# **CRIME**

## **Detrimental Code Exclusion - 145901 01 02**

Policy Amendment(s)

**This endorsement modifies insurance provided under the following:**

**Commercial Property Coverage Part**

**Property-Gard Select Real and Personal Property Coverage Section**

**Commercial Inland Marine Coverage Part**

**Commercial Crime Coverage Part**

**Standard Property Policy**

**All Other Property, Inland Marine, or Crime Coverage Forms or Endorsements attached to this policy**

The following exclusion applies to any coverage part, coverage form, coverage section, coverage provision, extension of coverage, additional coverage, coverage enhancement, or amendatory endorsement attached to this policy:

1. This insurance does not apply to any loss, damage, expense, injury, economic loss, economic detriment, liability, or claim, directly or indirectly, arising out of, caused by, resulting from, happening through, or in consequence of **detrimental code**, notwithstanding any other provision of this policy to the contrary.
2. Such loss, damage, expense, injury, economic loss, economic detriment, liability, or claim is excluded regardless of any other cause, condition, or event that contributes concurrently or in any sequence to the loss, damage, expense, injury, economic loss, economic detriment, liability, or claim.
3. This exclusion applies regardless of who introduced the **detrimental code**, even if the **detrimental code** was introduced by your employees.

### **Definition:**

**Detrimental code** means any computer virus, program, routine, sub-routine, trojan horse, worm, script or other code string that destroys, alters, or corrupts Covered Property, Property Insured, or property of others for which you are liable, regardless of how the **detrimental code** was introduced or acquired.

This endorsement is otherwise subject to all terms, conditions, provisions and stipulations of the policy to which it is attached.



IL 70 05 02 96

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Amendment of Policy - Additional Condition - IL 70 05 02 96**

Policy Amendment(s) Commercial General Provisions

**This endorsement modifies insurance provided under the following:**

**American Business Coverage  
Commercial General Liability  
Automobile  
Crime  
Inland Marine  
Farm Property  
Farm Liability**

You and we agree to add this condition to the policy:

### **Two or More Policies Issued By Us**

The Other Insurance provisions changed to add the following:

If the same **occurrence**, accident, loss or damage is covered under more than one policy issued by us or a company affiliated with us, the following applies:

1. The maximum Limit of Insurance that applies under all policies shall not exceed the highest limit that applies under any one policy.
2. For Farm Liability, General Liability or Automobile: we will not provide coverage after the aggregate limit of insurance that applies under any one policy:
  - a. has been exhausted; or
  - b. would have been exhausted had all covered claims been submitted under that one policy rather than under two or more policies.

This condition does not apply to a policy issued to apply as excess over this policy.

## CRIME COVERAGE SECTION - DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific location(s) as displayed on the Common Policy Declarations.

### Commercial Crime Coverage Form (Loss Sustained Form) (CR 00 21 05 06)

Coverage Description	Limit of Insurance	Deductible
Employee Theft	\$ Refer to Memorandum	\$ Refer to Memorandum
Forgery or Alteration	\$ Refer to Memorandum	\$ Refer to Memorandum
Inside the Premises - Theft of Money and Securities	\$ Refer to Memorandum	\$ Refer to Memorandum
Outside the Premises	\$ Refer to Memorandum	\$ Refer to Memorandum

Coverage Basis			
Primary	Excess	Coindemnity	Concurrent
Yes	No	No	No

Employee Benefit Plan(s)	
Employee Benefit Plan(s) Included As Insureds	Name of Employee Benefit Plan(s)
No	

**Additional Terms:** Coverage only provided when purchased by Members and shown on the Memorandum of Insurance for such Member. Leadership WARRANTS that the following procedures will be installed and continuously maintained: 1) There will be no pre-signing of blank checks; and 2) There will be a monthly bank reconciliation performed by an organization officer, other than that officer normally responsible for banking functions.

### Endorsements

#### Include Designated Persons or Classes of Persons as Employees (CR 25 41 10 10)

Persons or Classes of Persons
Any elected officer, committee chairperson (whether elected or appointed), or any member of the organization acting as a volunteer

#### Supplemental Coverage Endorsement (ENTMA 013 10 20)

## COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Definitions**.

### **A. Insuring Agreements**

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition **E.1.k.** or **E.1.1.**, which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition **E.1.g.**:

#### **1. Employee Theft**

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons. For the purposes of this Insuring Agreement, "theft" shall also include forgery.

#### **2. Forgery Or Alteration**

**a.** We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

**b.** If you are sued for refusing to pay any instrument covered in Paragraph **2.a.**, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

#### **3. Inside The Premises - Theft Of Money And Securities**

**a.** We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
- (2) Resulting directly from disappearance or destruction.

**b.** We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

**c.** We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of, or unlawful entry into, those containers.

#### **4. Inside The Premises - Robbery Or Safe Burglary Of Other Property**

**a.** We will pay for loss of or damage to "other property":

- (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

#### **5. Outside The Premises**

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

#### **6. Computer Fraud**

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

#### **7. Funds Transfer Fraud**

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

#### **8. Money Orders And Counterfeit Money**

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

### **B. Limit Of Insurance**

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

### **C. Deductible**

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

### **D. Exclusions**

1. This insurance does not cover:

#### **a. Acts Committed By You, Your Partners Or Your Members**

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";

whether acting alone or in collusion with other persons.

#### **b. Acts Of Employees Learned Of By You Prior To The Policy Period**

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

**c. Acts Of Employees, Managers, Directors, Trustees Or Representatives**

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
  - (2) While performing services for you or otherwise;
- except when covered under Insuring Agreement **A.1.**

**d. Confidential Information**

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**e. Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

**f. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance;
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**g. Legal Fees, Costs And Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement **A.2.**

**h. Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation or radioactive contamination, however caused.

**i. Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**j. War And Military Action**

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreement **A.1.** does not cover:

**a. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**b. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

**c. Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

3. Insuring Agreements **A.3.**, **A.4.** and **A.5.** do not cover:

**a. Accounting Or Arithmetical Errors Or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**b. Exchanges Or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

**c. Fire**

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

**d. Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**e. Motor Vehicles Or Equipment And Accessories**

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

**f. Transfer Or Surrender Of Property**

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

- (a) On the basis of unauthorized instructions;
- (b) As a result of a threat to do bodily harm to any person;
- (c) As a result of a threat to do damage to any property;
- (d) As a result of a threat to introduce a denial of service attack into your computer system;
- (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
- (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (g) As a result of a threat to disseminate, divulge or utilize:
  - (i) Your confidential information; or

(ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat

**g. Vandalism**

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

**h. Voluntary Parting Of Title To Or Possession Of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement **A.6.** does not cover:

**a. Credit Card Transactions**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

**b. Funds Transfer Fraud**

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

**c. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

5. Insuring Agreement **A.7.** does not cover:

**COMPUTER FRAUD**

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

**E. Conditions**

The following Conditions apply in addition to the Common Policy Conditions:

**1. Conditions Applicable To All Insuring Agreements**

**a. Additional Premises Or Employees**

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

**b. Concealment, Misrepresentation Or Fraud**

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

(1) This insurance;

(2) The property covered under this insurance;

(3) Your interest in the property covered under this insurance; or

(4) A claim under this insurance.

**c. Consolidation - Merger Or Acquisition**

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

**d. Cooperation**

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

**e. Duties In The Event Of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property", you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities;
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

**f. Employee Benefit Plans**

- (1) The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**
- (2) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.
- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:  
We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (5) If two or more Plans are insured under this insurance, any payment we make for loss:
  - (a) Sustained by two or more Plans; or
  - (b) Of commingled "funds" or "other property" of two or more Plans;  
resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.
- (6) The Deductible Amount applicable to Insuring Agreement **A.1.** does not apply to loss sustained by any Plan.

**g. Extended Period To Discover Loss**

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:



- (1) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

#### **h. Joint Insured**

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
  - (a) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
  - (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".
- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss.

#### **i. Legal Action Against Us**

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

#### **j. Liberalization**

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

#### **k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate**

##### **(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and
- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

**(2) Loss Sustained Entirely During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a)** This insurance became effective at the time of cancellation of the prior insurance; and
- (b)** The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

**(3) In settling loss subject to this Condition:**

- (a)** The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (b)** We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

**(4) The following examples demonstrate how we will settle losses subject to this Condition E.1.k.:**

**EXAMPLE NO. 1:**

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

**POLICY A**

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

**POLICY B**

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy A is \$2,500 and under Policy B is \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

- 1.** The amount of loss sustained under Policy A (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
- 2.** The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

**EXAMPLE NO. 2:**

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

**POLICY A**

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

**POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy **A** is \$175,000 and under Policy **B** is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy **B**. The Policy **A** Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$175,000) is settled first. The amount we will pay is the Policy **A** Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000, which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy **B** (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy **B** limit - \$125,000 paid under Policy **A** = \$25,000).

The most we will pay for this loss is \$150,000.

### **EXAMPLE NO. 3:**

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies **A**, **B**, **C** and **D**.

#### **POLICY A**

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

#### **POLICY B**

Issued prior to Policy **A**. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

#### **POLICY C**

Issued prior to Policy **B**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

#### **POLICY D**

Issued prior to Policy **C**. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy **A** is \$350,000, under Policy **B** is \$250,000, under Policy **C** is \$600,000 and under Policy **D** is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy **A**. The Policy **A** Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy **A** (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
2. The amount of loss sustained under Policy **B** (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy **C** (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
4. We will not make any further payment under Policy **D**, as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy **A** has been satisfied.

The most we will pay for this loss is \$1,000,000.

### **L Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate**

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and

- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this Condition:
  - (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
  - (a) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.
- (3) The insurance provided under this Condition is subject to the following:
  - (a) If loss covered under this Condition is also partially covered under Condition **E.1.k.**, the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition **E.1.k.**
  - (b) For loss covered under this Condition that is not subject to Paragraph **(3)(a)**, the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
    - (i) This insurance as of its effective date; or
    - (ii) The prior cancelled insurance had it remained in effect.

**m. Other Insurance**

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

**(1) Primary Insurance**

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.
- (b) You have other insurance covering the same loss other than that described in Paragraph **(1)(a)**, we will only pay for the amount of loss that exceeds:
  - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or
  - (ii) The Deductible Amount shown in the Declarations;whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

**(2) Excess Insurance**

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.
- (b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations, by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

**n. Ownership Of Property; Interests Covered**

The property covered under this insurance is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

**o. Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

**p. Recoveries**

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:
  - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;
  - (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
  - (c) Third, to you in satisfaction of any Deductible Amount; and
  - (d) Fourth, to you in satisfaction of any loss not covered under this insurance.
- (2) Recoveries do not include any recovery:
  - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
  - (b) Of original "securities" after duplicates of them have been issued.

**q. Territory**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

**r. Transfer Of Your Rights Of Recovery Against Others To Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

**s. Valuation - Settlement**

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:
  - (a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:
    - (i) At face value in the "money" issued by that country; or
    - (ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".
  - (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:
    - (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
    - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
      - i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or
      - ii. The Limit of Insurance applicable to the "securities".
  - (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
    - (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(iii) The Limit of Insurance applicable to the lost or damaged property;

With regard to Paragraphs **s.(1)(c)(i)** through **s.(1)(c)(iii)**, we will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) We will, at your option, settle loss or damage to property other than "money":

(a) In the "money" of the country in which the loss or damage occurred; or

(b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred, determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

(3) Any property that we pay for or replace becomes our property.

## **2. Conditions Applicable To Insuring Agreement A.1.**

### **a. Termination As To Any Employee**

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you;

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **b. Territory**

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition **E.1.q.** for a period of not more than 90 consecutive days.

## **3. Conditions Applicable To Insuring Agreement A.2.**

### **a. Deductible Amount**

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2.**

### **b. Electronic And Mechanical Signatures**

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

### **c. Proof Of Loss**

You must include with your proof of loss any instrument involved in that loss or, if that is not possible, an affidavit setting forth the amount and cause of loss.

### **d. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.2.**

## **4. Conditions Applicable To Insuring Agreements A.4. And A.5.**

**a. Armored Motor Vehicle Companies**

Under Insuring Agreement **A.5.**, we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

**b. Special Limit Of Insurance For Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**5. Conditions Applicable To Insuring Agreement A.6.**

**a. Special Limit Of Insurance For Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

**b. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.q.** does not apply to Insuring Agreement **A.6.**

**F. Definitions**

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.  
"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
5. "Employee":
  - a. "Employee" means:
    - (1) Any natural person:
      - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
      - (b) Who you compensate directly by salary, wages or commissions; and
      - (c) Who you have the right to direct and control while performing services for you;
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for a permanent "employee", as defined in Paragraph **a.(1)**, who is on leave; or
      - (b) To meet seasonal or short-term work load conditions;  
while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
    - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **a.(2)**;

- (4) Any natural person who is:
    - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
    - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
  - (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
  - (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
  - (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
  - (8) Any of your "managers", directors or trustees while:
    - (a) Performing acts within the scope of the usual duties of an "employee"; or
    - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. "Employee" does not mean:
- Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph **5.a.**
- 6. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
  - 7. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
  - 8. "Fraudulent instruction" means:
    - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
    - b. A written instruction (other than those described in Insuring Agreement **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
    - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
  - 9. "Funds" means "money" and "securities".
  - 10. "Manager" means a person serving in a directorial capacity for a limited liability company.
  - 11. "Member" means an owner of a limited liability company represented by its membership interest who also may serve as a "manager".
  - 12. "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
  - 13. "Money" means:
    - a. Currency, coins and bank notes in current use and having a face value; and
    - b. Travelers checks, register checks and money orders held for sale to the public.
  - 14. "Occurrence" means:
    - a. Under Insuring Agreement **A.1.:**
      - (1) An individual act;



(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k. or E.1.1.**

**b. Under Insuring Agreement A.2.:**

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k. or E.1.1.**

**c. Under All Other Insuring Agreements:**

(1) An individual act or event;

(2) The combined total of all separate acts or events whether or not related; or

(3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E.1.k. or E.1.1.**

15. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
16. "Premises" means the interior of that portion of any building you occupy in conducting your business.
17. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a. Caused or threatened to cause that person bodily harm; or
  - b. Committed an obviously unlawful act witnessed by that person.
18. "Safe burglary" means the unlawful taking of:
- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
  - b. A safe or vault from inside the "premises".
19. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
20. "Theft" means the unlawful taking of property to the deprivation of the Insured.
21. "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "funds":
- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
  - b. By means of written instructions (other than those described in Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
22. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

**POLICY NUMBER: REFER TO MEMORANDUM**

**CRIME AND FIDELITY  
CR25411010**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS  
EMPLOYEES**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

and applies to the Employee Theft Insuring Agreement:

**SCHEDULE**

<b>Persons Or Classes Of Persons</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person or group of persons named or described in the Schedule.

## Policyholder Message - Silica Particles Exclusion - 386396 05 04

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THIS MESSAGE IS INTENDED TO ALERT YOU OF CHANGES TO YOUR POLICY. THIS MESSAGE DOES NOT REPLACE ANY PROVISION OF YOUR POLICY OR ANY ENDORSEMENT TO YOUR POLICY. PLEASE REVIEW YOUR POLICY AND THE ENDORSEMENTS FOR COMPLETE COVERAGE INFORMATION.

### **Silica Particles Exclusion**

Your policy contains a silica particles exclusion.

If you have any questions, please contact your Allianz Global Risks US Companies insurance representative.

**COMMERCIAL GENERAL LIABILITY  
CG 32 34 01 05**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CALIFORNIA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

The term "spouse" is replaced by the following:  
Spouse or registered domestic partner under California law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:**

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
  - (1) Nonpayment of premium; or
  - (2) Discovery of fraud by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

- a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
  - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
  - (2) Discovery of fraud or material misrepresentation by:
    - (a) Any insured or his or her representative in obtaining this insurance; or
    - (b) You or your representative in pursuing a claim under this policy.
  - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
  - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

**B.** The following provision is added to the **Cancellation** Common Policy Condition:

**7. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a.** If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.
- b.** We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c.** We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (**c.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or
  - (2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

**C.** The following is added and supersedes any provisions to the contrary:

**Non renewal**

- 1.** Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

## 2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household

Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or

(2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



## **Silica Particles Exclusion - California -145917CA 03 19**

Policy Amendment

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage**  
**Liquor Liability Coverage**  
**Owners and Contractors Protective Liability Coverage**  
**Pollution Liability Coverage**  
**Products/Completed Operations Liability Coverage**  
**Railroad Protective Liability Coverage**  
**Underground Storage Tank Liability Coverage**  
**Farm Liability Coverage**  
**American Business Coverage (Section II)**  
**Garage Coverage (Section II)**

The following exclusion is added:

This insurance does not apply to any claim or liability arising, in whole or in part, directly or indirectly out of, or which is in any way related to, **Silica**.

As used in this exclusion, the term **Silica** includes, but is not limited to, the actual or threatened exposure to, inhalation of or contact with, silicon dioxide, silica, silica products, silica fibers, silica dust, any other silica byproducts, and silica, whether alone or in combination with any substance, product or material.

Without limiting the foregoing, this exclusion applies to every injury, damage, loss, cost or expense otherwise covered by this policy, if any.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.**

## **AMENDATORY ENDORSEMENT - CALIFORNIA - 8601 CA 01 10**

1. In all coverage forms, Actual Cash Value, if applicable, is amended to include the following:
  - a. The actual cash value of covered property will be determined as:
    - 1) the amount it would cost to repair, rebuild, or replace the lost, damaged, or destroyed property less a fair and reasonable deduction for physical depreciation; or
    - 2) the limit applicable to that property at the time of the loss.whichever is less.
  - b. The condition of the property at the time of the loss is the basis for determining the amount of physical depreciation. The expense of labor necessary to repair, rebuild, or replace covered property is not a component of physical depreciation.
  - c. a. and b. above do not apply to property subject to Agreed Amount valuation terms or an item of property specifically scheduled with a value applicable to such item.
2. Under Loss Conditions, F. Other Insurance is deleted and replaced by the following:

### **F. Other Insurance**

You may have another policy covering identical risks, whether or not both policies are subject to the same terms, such insurers are liable to make loss payment as described below. In the event you have double insurance, and incur:

- a. a total or constructive total loss, we will pay our share of the covered loss if that policy has the same effective date as this policy. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis. However, if there is a total or constructive loss and that policy has an effective date other than the effective date on this policy, we will pay according to the effective dates on the policies. This policy will be primary to any policy with an effective date after the effective date of this policy. This policy will be excess over any policy with an effective date before the effective date of this policy.
- b. a partial loss, we will pay our share of the covered loss. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES - ACTUAL CASH VALUE**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

With respect to an "open policy", the following are added to any provision which uses the term actual cash value:

- A.** In the event of a total loss to a building or structure, actual cash value is calculated as the lesser of the following:
  - 1.** The Limit of Insurance applicable to that building or structure; or
  - 2.** The fair market value of the building or structure.
- B.** In the event of a partial loss to a building or structure, actual cash value is calculated as the lesser of the following:
  - 1.** The amount it would cost to repair, rebuild or replace the property less a fair and reasonable deduction for physical depreciation of the components of the building or structure that are normally subject to repair or replacement during its useful life. Physical depreciation is based upon the condition of the property at the time of the loss; or
  - 2.** The Limit of Insurance applicable to the property.
- C.** In the event of a partial or total loss to Covered Property other than a building or structure, actual cash value is calculated as the lesser of the following:
  - 1.** The amount it would cost to repair or replace the property less a fair and reasonable deduction for physical depreciation, based on the condition of the property at the time of loss; or
  - 2.** The Limit of Insurance applicable to the property.
- D.** An "open policy" is a policy under which the value of Covered Property is not fixed at policy inception, but is determined at the time of loss in accordance with policy provisions on valuation. The term "open policy" does not apply to Covered Property that is subject to an Agreed Value clause or similar clause that establishes an agreed value prior to loss, unless such clause has expired.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART - FARM PROPERTY - OTHER FARM PROVISIONS FORM -  
ADDITIONAL COVERAGES, CONDITIONS, DEFINITIONS  
FARM COVERAGE PART - LIVESTOCK COVERAGE FORM  
FARM COVERAGE PART-MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT  
COVERAGE FORM STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following with respect to loss ("loss") or damage caused by fire:  
We do not provide coverage to the insured ("insured") who, whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:
1. This Coverage Part;
  2. The Covered Property;
  3. That insured's ("insured's") interest in the Covered Property; or
  4. A claim under this Coverage Part or Coverage Form.
- C.** The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following with respect to loss ("loss") or damage caused by a Covered Cause of Loss other than fire:  
This Coverage Part is void if any insured ("insured"), whether before or after a loss ("loss"), has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:
1. This Coverage Part;
  2. The Covered Property;
  3. An insured's ("insured's") interest in the Covered Property; or
  4. A claim under this Coverage Part or Coverage Form.
- D.** Except as provided in **E.**, the **Appraisal** Condition is replaced by the following:  
If we and you disagree on the value of the property or the amount of loss ("loss"), either may make written re-request for an appraisal of the loss ("loss"). If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
1. Pay its chosen appraiser; and
  2. Bear the other expenses of the appraisal and umpire equally.
- If there is an appraisal, we will still retain our right to deny the claim.
- E.** The Appraisal Condition in:
1. Business Income (And Extra Expense) Coverage Form **CP 00 30**; and
  2. Business Income (Without Extra Expense) Coverage Form **CP 00 32**;

is replaced by the following:

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written request for an appraisal of the loss. If the request is accepted, each party will select a competent and impartial appraiser. Each party shall notify the other of the appraiser selected within 20 days of the request. The two appraisers will select an umpire. If they cannot agree within 15 days, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CALIFORNIA CHANGES - ESCROW AGENT

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY

- A.** The definition of "employee" is amended to include:
1. Any officer, director or employee who is not compensated while performing acts within the scope of the usual duties of an "employee";
  2. Any member of any of your committees duly elected or appointed to examine or audit or have custody of your property;
  3. The Commissioner of Corporations, State of California, during the time the Commissioner, including his or her authorized representative, has possession of your property and business as provided in Chapter 6 (commencing with Section 17621 of Division 6 of the Financial Code); and
  4. Any independent contractor working in any of your "premises" while performing escrow duties in your service, and whose performance in such service you have a right to govern and direct, but whom you compensate by other than salary or wages.
- B.** The following is added to the **Cancellation Of Policy** Condition:  
No cancellation of this policy, whether at your request or our request, shall take effect prior to the expiration of 30 days after written notice of such cancellation has been filed with the Commissioner of Corporations, State of California.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CHANGE IN CONTROL OF THE INSURED - NOTICE TO THE COMPANY - CALIFORNIA

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY

1. The following Condition is added to Section **E. Conditions**:

### CHANGE IN CONTROL - NOTICE TO US

- a. When you learn of a change in control, you shall give us written notice as soon as possible, but not to exceed 60 days from the date of such change in control.
- b. As used in this Condition, control means the power to determine the management or policy of the Insured or of a controlling holding company by virtue of voting stock ownership. A change in ownership of voting stock which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 10% of such stock shall be presumed to result in a change of control for the purpose of the required notice.
- c. Failure to give the required notice shall result in cancellation of coverage for any loss involving a transferee, to be effective upon the date of the stock transfer.
- d. A change in ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of the voting stock of the first Named Insured shall cause this coverage form/policy to be cancelled as set forth in Paragraphs **2.**, **3.** and **4.**

2. Under the Commercial Crime Coverage Form, the following Condition is added to Section **E. Conditions**:

### CANCELLATION OF COVERAGE

If the first Named Insured is acquired by another entity:

- a. Insuring Agreements **1.** and **2.** are cancelled immediately upon the effective date of the acquisition.
- b. All other Insuring Agreements (if any) will be cancelled 30 days after we mail or deliver written notice of cancellation to the address of the first Named Insured under this coverage form.

Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

3. Under the Commercial Crime Policy, the following is added to Paragraph **(2)** of the **Cancellation Of Policy** Condition **E.1.b.:**

If the first Named Insured is acquired by another entity:

- a. Insuring Agreements **1.** and **2.** are cancelled immediately upon the effective date of the acquisition.
- b. All other Insuring Agreements (if any) will be cancelled 30 days after we mail or deliver written notice of cancellation to the address of the first Named Insured under this policy.

Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

4. Under the Employee Theft And Forgery Policy, the following is added to Paragraph **(2)** of the **Cancellation Of Policy** Condition **E.1.b.:**

This policy is cancelled immediately upon the effective date of the first Named Insured being acquired by another entity. Acquired means a change in control where the power to determine the management or policy of the first Named Insured has changed by virtue of a change of ownership which results in direct or indirect ownership by a stockholder or an affiliated group of stockholders of more than 50% of its voting stock, regardless as to the changes to the core functions of the acquired entity.

5. Paragraph (1) of the **Joint Insured** Condition is replaced by the following:

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this coverage form/policy.



## Important Disclosure Notice Regarding Terrorism Coverage - 386359 01 15

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This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act, you have a right to purchase insurance coverage for losses arising out of **certified acts of terrorism**, as defined in Section 102(1) of The Act: The term **certified act of terrorism** means any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, 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 an air carrier or vessel 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.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM**, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81 % BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM** WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Our records indicate that you previously accepted our offer of terrorism coverage, which was made at the time we issued our quote. Accordingly, the policy referenced above includes coverage for **certified acts of terrorism**, as defined in The Act. If your policy provides workers compensation coverage, you cannot reject that coverage because applicable workers compensation laws in your state mandate that this coverage be included. No additional action on your part is required at this time.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Allianz Global Risks US Companies.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Allianz Global Risks US Companies as named in the policy.

## Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act) 145927 01 15

This Endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act.

### A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act, as amended ("**certified acts of terrorism**"). The portion of your premium attributable to such coverage is shown in the policy Declarations. This premium is based on the rates in effect at the time of policy issuance or policy anniversary and was calculated for the full term of the current policy period.

### 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 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81 % beginning on January 1, 2019 and 80% beginning on January 1, 2020 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, as amended, exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceed \$100 billion.

### C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, then we 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.

### D. Possibility of Additional or Return Premium

The premium for **certified acts of terrorism** coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act, as amended. If the federal program terminates or if the level or terms of federal participation change, the premium charge for acts of terrorism as shown in the Declarations of this policy may also change. If this policy contains a Conditional Exclusion, continuation of coverage for **certified acts of terrorism**, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for **certified acts of terrorism** will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium charge made for those acts of terrorism covered by the Terrorism Risk Insurance Act, as amended, that remain covered by this policy after the disposition of the federal program. We will calculate the premium charge as follows:

1. We will calculate the pro-rated premium shown in the Declarations for **certified acts of terrorism** from the effective date of your policy to the date of expiration or change of the federal program.
2. We will calculate the pro-rated premium charge for acts of terrorism that remain covered for the policy period that remains in effect from the expiration or change of the federal Program to the anniversary or expiration date of your policy.

3. We will add the amount determined in D.1. above to the amount determined in D.2. above. Such premium will be your revised annual premium for coverage for acts of terrorism.
  - a. If the revised annual premium determined above is an additional premium, this additional premium may be waived by us for the remainder of the policy term.
  - b. If the revised annual premium determined above is a return premium, we will refund this amount to you.

All other terms and conditions of the policy remain unchanged.

## Allianz Global Risks US Insurance Company Privacy and Security Statement

Protecting you from loss is important to Allianz Global Risks US. Just as important to us is protecting your personal information. Our pledge to protect your privacy is reflected in our Privacy and Security Statement, which outlines our principles for collecting, using and protecting your personal information.

Our Privacy and Security Statement applies to all of the companies within the Allianz Global Risks US family of companies. In most cases, these companies use the same processing systems and employees to maintain your insurance coverage. The law allows us to share personal information among our insurance companies. The law does not allow customers to prevent these disclosures. A list of our companies can be found at the end of this notice.

**Allianz Global Risks US does not sell your personal information to anyone.** We do not share your personal information with anyone for their own marketing purposes. For this reason, your consent or an "opt-in" is not required. We also do not share your personal information with any of our affiliated companies outside of the Allianz Global Risks US family of insurance companies for their own marketing purposes.

### ***Personal Information about You Allianz Global Risks US collects***

We collect personal information about you that is necessary to process the insurance transactions you request. We limit the amount of personal information collected to what we feel is needed to maintain your account. We may collect your personal information from the following sources:

- From you, either directly or through your broker. This may include information on your insurance application or other forms you may complete.
- From others, through the process of handling a claim. This may include information from medical or accident reports.
- From your relationship with us. Such as the number of years you have been a customer or the types of insurance products you purchased.
- From a consumer reporting agency. Such as a credit or motor vehicle report. The information in these reports may be kept by the consumer reporting agency and shared with others.

If you visit one of our websites, we may use "cookies" (small text files sent from our site to your hard drive). These cookies help us to recognize repeat visitors and allow easy access to and use of the site. We do not use cookies to gather personal information. The cookies only enable you to use our website more easily.

### ***Personal Information about You Allianz Global Risks US Shares***

We do not share personal information about current or former customers to anyone, except as "allowed by law." "Allowed by law" means that we may share your personal information, such as your name, address and policy information, as follows:

- To consumer reporting agencies to obtain a credit report or motor vehicle report. These reports are used to determine eligibility for coverage or to process your requested transactions.
- To your insurance broker so that they can perform services for you.
- To medical professionals in order to process your claim.
- To a state Department of Insurance in order to examine our records or business practices.
- To state or federal law enforcement agency, as required by law or to report suspected fraud activities.
- To research groups to conduct studies on claims results. No individual is identified in any study or report.

We advise the vendors with whom we legally share your personal information, of our privacy policy. We make every effort to use vendors whose privacy policy reflects our own.

### **Allianz Global Risks US's Policies and Practices Regarding Security of Personal Information**

Allianz Global Risks US uses a variety of computer hardware and software tools to maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information about you to those employees who need the information to service your policy. Allianz Global Risks US works hard to ensure that our websites are secure. We use state of the art technology to protect the personal information that may be shared over these sites.

### **Your Rights Regarding Your Personal Information**

You have a number of rights with respect to your personal information. You have the right to make a request:

- To access your personal information. Once we verify your request, we will deliver a copy of your personal information to you by mail or electronically. If provided electronically, it will be in a readily useable format (to the extent that possible to do so). The information will be provided to you free of charge.
- For us to delete your personal information. We will review your request and delete your personal information unless it is necessary for us to maintain it (e.g., in order to complete a transaction or to comply with a legal or regulatory requirement). If we are unable to delete it, we will let you know why.
- For us to provide the types and specific pieces of personal information we collect about you, the types of sources from which the personal information is collected, and the business purpose for collecting the personal information.

If you wish to make any of the above requests regarding your personal information, please contact us by email at [privacyrequests@agcs.allianz.com](mailto:privacyrequests@agcs.allianz.com) or using the toll-free number 800-807-8810. Be prepared to provide your full name, address and policy or claim number(s). We may require additional information to verify your identity in order to protect you and your personal data.

We will respond to your request within 30 working days. Please be aware that you will not be given access to your information collected or in connection with a claim, or a civil or criminal proceeding. If medical information is contained in your file, we may request that you name a medical professional to whom we will send the information.

If you believe any of your information is incorrect, you can notify us in writing. We will let you know if our review has resulted in a correction of your information. If we do not make a correction, you may file a statement disputing the information. We will attach the statement to your file. We will send any corrections we make, or your statement, to anyone we shared your information with over the past two years. And to anyone who may receive your information from us in the future.

### **No Discrimination**

We will not discriminate against you if you choose to exercise one of your rights. We will not:

- Deny goods or services
- Charge different prices or rates for goods or services
- Provide a different level or quality of goods or services
- Suggest that you will receive a different price or rate or a different level or quality of goods or services

### **Notification of Change**

Your trust is one of our most important assets. If we revise our privacy practices in the future, we will notify you prior to introducing any changes. A summary of our Privacy Policy, along with instructions for reviewing or making other requests regarding your personal information, is displayed on our website (<https://www.agcs.allianz.com/global-offices/united-states/>).

### **For More Information or if You have Questions**

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may email us at [nacorpcompliance@agcs.allianz.com](mailto:nacorpcompliance@agcs.allianz.com) or you can write to us at:

Allianz Global Risks US  
Corporate Compliance Department  
1465 North McDowell Blvd  
Petaluma, CA 94954-6516

### **Allianz Global Risks US's Family of Companies**

The following lists the companies Allianz Global Risks US uses to issue insurance policies nationwide:

AGCS Marine Insurance Company  
Allianz Global Risks US Insurance Company  
Allianz Underwriters Insurance Company  
American Automobile Insurance Company  
Associated Indemnity Corporation  
Chicago Insurance Company  
Fireman's Fund Insurance Company  
Fireman's Fund Indemnity Corporation  
Interstate Fire & Casualty Company  
National Surety Corporation  
The American Insurance Company

**About Allianz**

Your insurance company is part of the Allianz Group - an organization with a 125-year history of partnering with clients and delivering exceptional insurance products around the world.

Allianz is the world's largest property & casualty insurance company by revenue and has one of the strongest financial ratings of the leading global property & casualty insurers. The strength of its financial ratings and quality of its people make Allianz the insurer of choice for thousands of mid-size businesses and the majority of Global Fortune 500<sup>®</sup> companies.

Allianz is also ranked "one of the world's most admired companies" by Fortune and "one of the top 100 global brands" by Interbrand.

**Niskayuna Athletics Booster Club Inc.**  
**Resolution # 23-02**

Proposed by: Mathew Tully  
Seconded by: Therese Assalian

Be it resolved that:

Pursuant to Article VI, Section J, the Executive Committee by a majority vote may fill any vacancy on the Board of Directors. The following persons are appointed to the positions indicated for the terms set in Article VIII Section F or Article VI Section C.

President	Andrew Katz	June 30, 2026
Co-President	Corey Ausfeld	June 30, 2025
Vice President	Therese Assalian	June 30, 2025
Secretary	Terri Dutcher	June 30, 2026
Treasurer	Frank Ferrucci	June 30, 2025
Parliamentarian	Mathew Tully	June 30, 2026

Passed unanimously by electronic vote on January 5, 2023.

The Club Secretary is directed to ensure: The vote and resolution details pertaining to a non-in-person vote passage shall be recorded in the minutes of the next regularly scheduled meeting of the entity that passed the resolution under the New Business agenda item