

State: District of Columbia **First Filing Company:** Twin City Fire Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0022 Other
Product Name: PRIVATE CHOICE PREMIER PRODUCT
Project Name/Number: PRIVATE CHOICE PREMIER PRODUCT/FN.13HS.717.2016.02

Filing at a Glance

Companies: Twin City Fire Insurance Company
Hartford Fire Insurance Company

Product Name: PRIVATE CHOICE PREMIER PRODUCT

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0022 Other

Filing Type: Form

Date Submitted: 11/18/2016

SERFF Tr Num: HART-130813953

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: FN.13HS.717.2016.02

Effective Date 04/01/2017

Requested (New):

Effective Date 04/01/2017

Requested (Renewal):

Author(s): Elsie Rodriguez

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

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General Information

Project Name: PRIVATE CHOICE PREMIER PRODUCT Status of Filing in Domicile: Pending
 Project Number: FN.13HS.717.2016.02 Domicile Status Comments: recently file in our domicile states
 Reference Organization: N/A Reference Number: N/A
 Reference Title: N/A Advisory Org. Circular: N/A
 Filing Status Changed: 11/18/2016
 State Status Changed: Deemer Date:
 Created By: Elsie Rodriguez Submitted By: Elsie Rodriguez
 Corresponding Filing Tracking Number: HART-130813958

Filing Description:

PRIVATE CHOICE PREMIER PRODUCT
FORMS FILING

Attached for your review and approval is the new Non Profit Directors, Officers and Entity Liability Coverage Part and associated forms to be used with the new Private Choice Premier policy (the "policy"), currently on file with your Department under filing no. FN.13HS.717.2016.01 - SERFF TRACKING NO. HART-130738421.

While the policy under filing no. FN.13HS.717.2016 includes a Directors, Officers and Entity Liability Coverage Part (Entity Liability Coverage Optional) for eligible for-profit commercial entities, this Non Profit Directors, Officers and Entity Liability Coverage Part will be available to eligible privately held, not-for-profit commercial entities on a monoline basis as well as with the other coverage parts currently on file with your Department under filing no. FN.13HS.717.2016.01.

As compared to the Private Choice Premier Directors, Officers and Entity Liability Coverage Part, the Non Profit Directors, Officers and Entity Liability Coverage Part will include, but is not limited to, the following coverage modifications:

Common Terms & Conditions

- Added an uncapped option for coverage for defense costs covered outside the limits of liability (subject to exhaustion of the applicable Limit of Liability by damages)
- Increased the Public Relations Reimbursement Extension limit to \$25,000
- Added certain chapters of the named entity as subsidiary
- Eliminated controlled partnership as an insured entity and subsidiary

Directors, Officers and Entity Liability

- Added certain 10% excise taxes pursuant to 26 U.S.C. 4958(a)(2) as damages
- Added certain civil penalties assessed under IRS code section 6652(C)(1)(a), Public Law 108-187 (the CAN-Spam Act of 2003), the 1976 Lobby law or the Lobbying disclosure Act of 1995 as damages
- Added identified coverage for identified personal injury
- Added identified coverage for identified publishers and advertisers injury
- Removed from damages the return of funds, including those under any type of grant, program, contract or similar agreement or arrangement
- Removed from damages excess compensation paid to or received by any insured person
- Removed coverage for certain security offerings
- Added certain investigations to the definitions of insured person claim and entity claim
- Revised exclusions to exclude coverage for certain derivative actions or demands

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Attached is a forms list that contains a description of the forms that will be used with this Coverage Part.

All new eligible business will be written on this coverage part upon the approval of this filing. Nothing stated herein shall be construed to limit or restrict our ability to renew or nonrenew, cancel, or otherwise terminate any existing business, provided such nonrenewal, cancellation, or termination is warranted and in accordance with applicable state law.

A Non Profit Rating Plan is also submitted for approval.

Company and Contact

Filing Contact Information

Elsie Rodriguez, Comm Lines Specialty elsie.rodriguez@thehartford.com
 Account Analyst
 Hartford Plaza T-18-87 860-547-2485 [Phone]
 690 Asylum Avenue 806-547-3838 [FAX]
 Hartford, CT 06115

Filing Company Information

Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06155	Group Name: The Hartford Ins.	State ID Number:
(860) 547-5000 ext. [Phone]	Group	
	FEIN Number: 06-0732738	

Hartford Fire Insurance Company	CoCode: 19682	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type:
690 Asylum Avenue	Group Name: The Hartford Ins.	State ID Number:
Hartford, CT 06155	Group	
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0383750	

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:

State: District of Columbia
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First Filing Company: Twin City Fire Insurance Company, ...

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Amended Third Party Coverage Endorsement (Employment Practices Liability Coverage Part)	PP 00 H431 00 1016		END	New		0.000	PP00H431.pdf
2		Amend Definition Of Other Property Endorsement (Crime Coverage Part)	PP 00 H613 01 1016		END	Replaced	Previous Filing Number: HART-130738421 Replaced Form Number: PP 00 H613 00 0616	0.000	PP00H61301.pdf
3		Non Profit Directors, Officers and Entity Liability Coverage Part	PP 00 H900 00 1016		END	New		0.000	PP00H900.pdf
4		Non Profit Organization Application	PP 00 H901 00 1016		ABE	New		0.000	PP00H901.pdf
5		Non Profit Organization Declarations	PP 00 H902 00 1016		DEC	New		0.000	PP00H902.pdf
6		Non Profit Common Terms and Conditions	PP 00 H903 00 1016		END	New		0.000	PP00H903.pdf
7		Non Profit Organization HFP Pronto Application	PP 00 H910 00 1016		ABE	New		0.000	PP00H910.pdf
8		Social Service Amendatory Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	PP 00 H921 00 1016		END	New		0.000	PP00H921.pdf
9		Trade and Professional Association Amendatory Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	PP 00 H922 00 1016		END	New		0.000	PP00H922.pdf
10		Museum Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	PP 00 H923 00 1016		END	New		0.000	PP00H923.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
11		Standard Setting Sub-Limit Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	PP 00 H924 00 1016		END	New		0.000	PP00H924.pdf
12		Amend Insured VS Insured Exclusion Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	PP 00 H925 00 1016		END	New		0.000	PP00H925.pdf
13		Publishers & Advertisers Liability Exclusion Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	PP 00 H927 00 1016		END	New		0.000	PP00H927.pdf
14		Amend Personal Injury Exclusion Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	PP 00 H928 00 1016		END	New		0.000	PP00H928.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**AMENDED THIRD PARTY COVERAGE ENDORSEMENT
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

(INSERT PRODUCT NAME)

The **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**, Section **IV. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (B)** is amended by the addition of the following:

Solely with respect to Insuring Agreement (B), the Insurer shall not pay **Loss** in connection with any **Third Party Claim**:

- based upon, arising from, or in any way related to any actual or alleged criminal and/or physical sexual harassment against a **Third Party**.
- based upon, arising from, or in any way related to any actual or alleged non-criminal and non-physical sexual harassment against a **Third Party** including unwelcome sexual advances or requests for sexual favors or other conduct of a non-criminal and non-physical sexual nature; provided, however, that this exclusion shall not apply to the portion of **Loss** representing **Defense Costs** incurred to defend against such liability.
- based upon, arising from, or in any way related to any actual or alleged negligence in hiring, employment, investigation, supervision, retention, reporting or failure to report, that results, directly or indirectly, in any physical sexual harassment, bodily injury, sickness, disease, emotional distress, mental anguish, or death.

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND DEFINITION OF OTHER PROPERTY ENDORSEMENT
(CRIME COVERAGE PART)**

This endorsement modifies insurance provided under:

(INSERT NAME OF PRODUCT)

The **CRIME COVERAGE PART** is amended as follows:

- I. Section **IV. DEFINITIONS**, the definition of “**Other Property**” is amended to include the following:

Other Property also does not include any **Narcotic Drug**, any prescription drug containing **Depressant or Stimulant Substance** or any other similarly **Controlled Substance**.

- II. Section **IV. DEFINITIONS**, is amended to include the following:

Narcotic Drug means any of the substances indicated in subsections (A), (B), (C), (D), (E) and (F) of Title 21, Section 802 (17), United States Code, whether produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.

Depressant or Stimulant Substance means any of the substances indicated in subsection (A), (B), (C) and (D) of Title 21, Section 802 (9), United States Code.

Controlled Substance means a drug or other substance or **Immediate Precursor** indicated in schedule I, II, III, IV or V of Title 21, Section 812, United States Code.

Immediate Precursor means a substance indicated in subsection (A), (B) and (C) of Title 21, Section 802 (23), United States Code.

All other terms and conditions remain unchanged.

(insert name of product)

NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART

I. INSURING AGREEMENTS

(A) Insured Person Liability

The Insurer shall pay **Loss** on behalf of the **Insured Persons** resulting from an **Insured Person Claim** first made against the **Insured Persons** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insured Persons**, except for **Loss** that an **Insured Entity** pays to or on behalf of the **Insured Persons** as indemnification.

(B) Corporate Reimbursement

The Insurer shall pay **Loss** on behalf of an **Insured Entity** that such **Insured Entity** has, to the extent permitted or required by law, indemnified the **Insured Persons** resulting from an **Insured Person Claim** first made against the **Insured Persons** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insured Persons**.

(C) Entity Liability (Elective)

If Entity Liability Coverage is included in ITEM 5 of the Declarations, the Insurer shall pay **Loss** on behalf of an **Insured Entity** resulting from an **Entity Claim** first made against such **Insured Entity** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by an **Insured Entity**.

This Insuring Agreement shall be subject to the Entity Liability Coverage Retention and Prior or Pending Date in ITEM 5 of the Declarations.

II. DEFINITIONS

The following terms, whether used in the singular or plural, shall have the meanings specified below:

- **"Claim"** means any:
 - (1) **Insured Person Claim**;
 - (2) **Entity Claim**;
 - (3) **Derivative Demand**.
- **"Damages"** means the amounts, other than **Defense Costs**, that the **Insureds** are legally liable to pay solely as a result of a **Claim** covered by this **Liability Coverage Part**, including:
 - (1) compensatory damages;
 - (2) settlement amounts;
 - (3) pre- and post-judgment interest;
 - (4) costs awarded pursuant to judgments;
 - (5) regarding Insuring Agreement (D), **Investigation Costs**;

- (6) punitive and exemplary damages;
- (7) the multiple portion of any multiplied damage award; or
- (8) where permissible by law, and notwithstanding sub-paragraph (a) below, civil penalties assessed against any **Insured Person** pursuant to Section 2(g)(2)(B) of the Foreign Corrupt Practices Act (15 U.S.C. §§ 78dd-2(g)(2)(B)).
- (9) where permissible by law, and notwithstanding sub-paragraph (a) below, the 10% excise tax imposed upon an **Insured Person** pursuant to 26 U.S.C. 4958(a)(2) as the result of such **Insured Person's** alleged participation in an excess benefit transaction.
- (10) where permissible by law, and notwithstanding sub-paragraph (a) below, civil penalties assessed under:
 - i. IRS code section 6652(C)(1)(a) for a failure to file tax returns; provided, however, that coverage for such civil penalties referred to in this sub-paragraph is conditioned upon such penalty being the direct result of a self-reported violation;
 - ii. Public Law 108-187 (the CAN-Spam Act of 2003);
 - iii. the 1976 Lobby law or the Lobbying disclosure Act of 1995;

provided however that the coverage set forth in subsection (10) is subject to an aggregate sub limit of \$25,000 and said sub limit shall be a part of and not an addition to the Aggregate Limit of Liability for this coverage part.

However, **Damages** shall not include:

- (a) taxes, fines or penalties imposed by law, including, without limitation, **Data Privacy Regulatory Expenses**;
 - (b) non-monetary relief;
 - (c) any matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive and exemplary damages, or the multiple portion of any multiplied damage award, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages;
 - (d) **Notification and Credit Monitoring Expenses**; and
 - (e) costs incurred in testing for, abating, monitoring, cleaning-up, removing, containing, treating, detoxing or neutralizing **Pollutants**, nuclear material or nuclear waste.
 - (f) the return of funds, including those that the **Insured** received under any type of grant, program, contract or similar agreement or arrangement;
 - (g) any actual or alleged excess compensation which was paid to or received by any **Insured Person**.
- **“Data Privacy Event”** means any **Insured Entity's** negligent and improper dissemination of **Nonpublic Personal Information**.
 - **“Data Privacy Laws”** means any U.S. federal, state, territorial and local statutes and regulations governing the confidentiality, control and use of **Nonpublic Personal Information** including but not limited to:

- (1) Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) (“HIPAA”);
- (2) Gramm-Leach-Bliley of 1999 (“G-L-B”), also known as the Financial Services Modernization Act of 1999;
- (3) State privacy protection laws, including but not limited to the California Database Protection Act of 2003 (Cal. SB 1386) and Cal. Civ. Code §1798.82, that require commercial internet sites or on-line services that collect personal information or medical information (as defined by such laws or acts) to post privacy policies and adopt specific privacy controls or to notify those impacted by identity or data thief, abuse or misuse;
- (4) Federal and state consumer credit reporting laws, including but not limited to the Federal Fair Credit Reporting Act (FCRA) and the California Consumer Credit Reporting Agencies Act (CCCRAA); or
- (5) The Fair and Accurate Credit Transaction Act of 2003 (FACTA).

However, **Data Privacy Laws** shall not include any foreign law, regulation or statute.

- **“Data Privacy Regulatory Expenses”** means fines or penalties incurred by an **Insured Entity** and assessed pursuant to a **Data Privacy Laws** in a **Data Privacy Regulatory Proceeding**.
- **“Data Privacy Regulatory Proceeding”** means a civil, formal administrative or formal regulatory proceeding against an **Insured** by a U.S. federal, state or local governmental authority alleging violation of any **Data Privacy Laws**.
- **“Derivative Action”** means any civil proceeding against a **Manager** for a **Wrongful Act** of such **Manager** made on behalf of, or in the name or the right of, an **Insured Entity** by any security holders of such **Insured Entity**, in their capacity as such, if such proceeding is made without the assistance, participation or solicitation of any **Manager**.
- **“Derivative Demand”** means any written demand by any security holders of an **Insured Entity**, in their capacity as such, upon the board of directors or managers of such **Insured Entity** to bring a civil proceeding against a **Manager** for a **Wrongful Act** of such **Manager** if such demand is made without the assistance, participation or solicitation of any **Manager**. A **Derivative Demand** shall be deemed commenced by the receipt of such demand.
- **“Entity Claim”** means any:
 - (1) written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand;
 - (2) civil proceeding, including an arbitration or other alternative dispute proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or
 - (3) criminal proceeding commenced by the return of an indictment, or formal administrative or regulatory proceeding commenced by the filing of a notice of charges, or similar document;

against an **Insured Entity**.

Entity Claim also means a written request to an **Insured Entity** to toll or waive a statute of limitations regarding a potential **Entity Claim** as described above. Such **Claim** shall be commenced by the receipt of such request.

After, and only to the extent that, an investigation qualifies as an **Insured Person Claim** in accordance with sub-paragraph (4) of the definition of the **Insured Person Claim** herein, **Entity Claim** also means any civil administrative or regulatory investigation of the **Insured Entity** upon such **Insured Entity's** receipt of a formal order of investigation. **Entity Claim** shall not include any other investigation.

- “**Insured Person**” means any:
 - (1) **Manager**; or
 - (2) **Employee**.
- “**Insured Person Claim**” means any:
 - (1) written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand against an **Insured Person**;
 - (2) civil proceeding, including an arbitration or other alternative dispute proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading against an **Insured Person**;
 - (3) criminal proceeding commenced by the return of an indictment, or formal administrative or regulatory proceeding commenced by the filing of a notice of charges, or similar document against an **Insured Person**; or
 - (4) formal civil, criminal, administrative or regulatory investigation of an **Insured Person** in which such **Insured Person** is being investigated pursuant to a Wells Notice, target letter (within the meaning of Title 9, §11.151 of the U.S. Attorney's Manual), subpoena or similar document, as someone against whom a proceeding as set forth above may be brought.

Insured Person Claim also means a written request to an **Insured Person** to toll or waive a statute of limitations regarding a potential **Insured Person Claim** as described above. Such **Claim** shall be commenced by the receipt of such request.

Solely with regard to coverage provided under Insuring Agreement A, **Insured Person Claim** also means the service of a subpoena or other similar written request upon an **Insured Person** requiring the **Insured Person** to provide testimony or documents in connection with a covered **Claim**. However, in such situation the Insurer shall pay the **Defense Costs** which are incurred solely by the **Insured Person** who receives such subpoena or written request.

- “**Insured(s)**” means any:
 - (1) **Insured Entity**; or
 - (2) **Insured Person**.
- “**Investigation Costs**” means reasonable and necessary expenses incurred in the investigation and evaluation of a **Derivative Demand** by an **Insured Entity**, including its board of directors, board of managers, or any committee thereof, provided that **Investigation Costs** shall not include salaries, wages, remuneration, overhead or benefit expenses associated with any **Insureds**.
- “**Legal Services Wrongful Act**” means professional legal services and notarizing services rendered to an **Insured Entity** by an **Insured Person** solely while acting in their capacity as an **Insured Person**.

- **“Nonpublic Personal Information”** means a natural person’s first name and last name in combination with any one or more of the following:
 - (1) social security number;
 - (2) medical or healthcare information or data;
 - (3) drivers license number or state identification number; or
 - (4) financial account information that would permit access to that individual’s financial account.

- **“Notice Manager”** means the natural persons in the offices of the chief executive officer, chief financial officer, or any equivalent position to the foregoing, of the **Named Entity**.

- **“Notification and Credit Monitoring Expenses”** means the amount of reasonable and necessary expenses incurred by the **Insured Entity**:
 - (1) to notify its customers or clients of a **Data Privacy Event** to comply with **Notification Laws**;
 - (2) for credit monitoring services offered by the **Insured Entity** to individuals after a **Data Privacy Event** to comply with **Notification Laws**; or
 - (3) to provide courtesy notifications to individuals when such notifications are not mandated by **Notification Laws** but are reasonably necessary to preserve the reputation and good name of the **Insured Entity**.

- **“Notification Laws”** means any U.S. statute or regulation that, at the time of a **Data Privacy Event**, requires an **Insured Entity** storing **Nonpublic Personal Information** on a computer system to provide notice to specified individuals of any actual or potential **Data Privacy Event**. However, **Notification Laws** shall not include any foreign law, regulation or statute.

- **“Outside Capacity”** means service by an **Insured Person** as a director, officer, trustee, regent, governor or equivalent executive of an **Outside Entity** with the knowledge and consent of or at the request of an **Insured Entity**.

- **“Outside Entity”** means any:
 - (1) not-for-profit corporation, community chest, fund or foundation that is exempt from federal income tax as an organization described in Section 501(c)(3), 501(c)(4), 501(c)(7), & 501(c)(10) of the Internal Revenue Code of 1986,
 - (2) entity organized for a religious or charitable purpose under any not-for-profit statute, or
 - (3) entity listed as an **Outside Entity** in a written endorsement issued by the Insurer to form a part of this Policy,

that is not an **Insured Entity**.

- **“Personal Injury”** means any actual or alleged false arrest, wrongful detention or imprisonment, malicious prosecution, wrongful entry or wrongful eviction.

- **“Publishers and Advertisers Injury”** means any actual or alleged libel, slander, defamation, plagiarism, misappropriation of ideas, infringement of copyright or trademark and unauthorized

use of title.

- **“Whistleblowing”** means an **Insured Person’s** lawful act of providing information, causing information to be provided, or otherwise assisting in an investigation regarding any conduct which the **Insured Person** reasonable believes constitutes a violation of any federal, state or foreign law.
- **“Wrongful Act”** means any actual or alleged:
 - (1) error, misstatement, misleading statement, act, omission, neglect, or breach of duty, committed by an **Insured Person** in their capacity as such or in their **Outside Capacity**, or, with regard to Insuring Agreement (C) an **Insured Entity**; or
 - (2) matter claimed against an **Insured Person**, solely by reason of their serving in such capacity, including service in an **Outside Capacity**.
 - (3) **Publishers and Advertisers Injury** committed by an **Insured Person** in their capacity as such or in their **Outside Capacity**, or, with regard to Insuring Agreement (C) an **Insured Entity**
 - (4) **Personal Injury** committed by an **Insured Person** in their capacity as such or in their **Outside Capacity**, or, with regard to Insuring Agreement (C) an **Insured Entity**

Wrongful Act also includes a **Legal Services Wrongful Act**, which is only covered if elected on the Declarations.

III. COVERAGE EXTENSIONS

(A) OUTSIDE DIRECTORSHIP LIABILITY

Subject to the terms and conditions of this Policy and **Liability Coverage Part**, coverage is afforded for **Loss** resulting from any **Insured Person Claim** against an **Insured Person** for a **Wrongful Act** in an **Outside Capacity**. Such coverage shall be specifically excess of any indemnity and insurance available from or provided by the **Outside Entity**. Payment by the Insurer or any **Affiliate** under any other insurance policy as a result of such **Claim** shall reduce, by the amount of such payment, the Insurer’s Limit of Liability available under this Policy for such **Claim**.

(B) DATA PRIVACY EVENT EXPENSE COVERAGES

If an **Insured Person** first discovers a **Data Privacy Event** during the **Policy Period** and, as conditions precedent, (i) the **Insured Entity** notifies the Insurer in writing of such **Data Privacy Event** within 30 days of such discovery and (ii) at all times endeavors to use its best efforts to mitigate the effect and, if still occurring, duration of such **Data Privacy Event**, then, subject to the Insurer’s prior written consent, such consent not to be unreasonably withheld, the Insurer shall reimburse the **Insured Entity** for **Data Privacy Regulatory Expenses** and **Notification and Credit Monitoring Expenses** resulting from such **Data Privacy Event**, subject to the following additional terms and conditions:

- (1) All **Data Privacy Events** that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes are deemed one **Data Privacy Event** first occurring on the date of the first such dissemination of **Nonpublic Personal Information**.

- (2) All exclusions applicable to **Loss** under this **Liability Coverage Part**, other than exclusion V.(A)(6), also apply to any **Data Privacy Regulatory Expenses** and **Notification and Credit Monitoring Expenses**.
- (3) Coverage provided by this extension shall be subject to a Sub-limit of \$50,000. Such Sub-limit shall be the maximum aggregate amount that the Insurer shall pay under this **Liability Coverage Part** for all **Data Privacy Regulatory Expenses** and **Notification and Credit Monitoring Expenses** from all **Data Privacy Events**. Such Sub-limit shall be part of, and not in addition to, the Aggregate Limit of Liability applicable to this **Liability Coverage Part**.
- (4) Coverage provided by this extension shall not be available for any **Data Privacy Event** that an **Insured** discovers during any Extended Reporting Period.

IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

The Insurer shall not pay **Loss**:

- (A) for bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person, or damage to or destruction of any tangible property, including loss of use or diminution of value thereof;
- (B) in connection with any **Claim** based upon, arising from, or in any way related to any prior or pending written demand, suit or proceeding against any **Insureds** as of the applicable Prior or Pending Date in ITEM 5 of the Declarations or the same or any substantially similar fact, circumstance or situation underlying or alleged in such demand, suit or proceeding;
- (C) in connection with any **Claim** based upon, arising from, or in any way related to any fact, circumstance, situation or **Wrongful Act** that, before the Inception Date in ITEM 3 of the Declarations, was the subject of any notice given under any other directors and officers, management liability, or similar insurance policy of which this coverage part is a direct or indirect renewal or replacement if such notice is accepted under such other policy;
- (D) in connection with any **Claim** based upon, arising from, or in any way related to any:
 - (1) actual or alleged discharge, dispersal, release, or escape of **Pollutants**, or any threat of such discharge, dispersal, release or escape; or
 - (2) direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**;
- (E) in connection with any **Claim** based upon, arising from, or in any way related to any:
 - (1) claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits or social security benefits;
 - (2) actual or alleged violation of the Equal Pay Act, Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or any similar law; or
 - (3) any **Wage and Hour Violation**;
- (F) for any actual or alleged violation of **ERISA** or any similar law;
- (G) in connection with any **Claim** brought or maintained by, on behalf of, or for the benefit of an **Insured Entity**;

- (H) of an **Insured Person** based upon, arising from, or in any way related to such **Insured Person's** service, at any time, as a director, officer, trustee, regent, governor or equivalent executive or as an employee of any entity other than an **Insured Entity** even if such service is at the direction or request of such **Insured Entity**, provided that this exclusion shall not apply to coverage afforded under Section III. of this **Liability Coverage Part** for a **Claim** for a **Wrongful Act** by an **Insured Person** while serving in an **Outside Capacity**;
- (I) in connection with any **Claim** by or on behalf of any **Outside Entity** upon which an **Insured Person** is serving or has served in an **Outside Capacity**, or any past or present director, officer, trustee, regent, governor or equivalent executive of such **Outside Entity**,
- (J) in connection with any **Claim** based upon, arising from, or in any way related to any public listing or offering of securities of an **Insured Entity** or the purchase or sale of such securities subsequent to such listing or offering, or the violation of any securities laws or regulations anywhere in the world;
- (K) of an **Insured**, based upon, arising from, or in any way related to the gaining of any personal financial profit, remuneration or advantage to which such **Insured** is not legally entitled if a judgment or other non-appealable final adjudication in the underlying action establishes that such a gain did occur; or
- (L) of an **Insured**, based upon, arising from, or in any way related to any criminal or deliberately fraudulent act or omission or any willful violation of law by such **Insured** if a judgment or other non-appealable final adjudication in the underlying action establishes such an act, omission or violation; provided, however, that this exclusion shall only apply to **Insured Entities** under Insuring Agreement (C), if elected, if a past or present chief executive officer, chief financial officer, general counsel or any position equivalent to the foregoing of the **Named Entity** committed such an act, omission or willful violation.

Regarding exclusions (K) and (L) above: The **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured**.

- (M) The **Insurer** shall not pay **Loss** under Insuring Agreement (C) in connection with any **Claim** based upon, arising from, or in any way related to any actual or alleged:
 - (1) malfunction of any product, or failure of any product to perform in any manner as a result of any deficiency, inadequacy, unfitness, defect or dangerous condition in any product or in its design or manufacture; or
 - (2) rendering of, or failure to render, any professional services for or on behalf of others, including, without limitation, services performed by or on behalf of the **Insureds** for or on behalf of a customer or client;

V. EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (C)

- (A) The Insurer shall not pay **Loss** under Insuring Agreement (C) in connection with any **Claim** based upon, arising from, or in any way related to any actual or alleged:
 - (1) liability under any contract or agreement, provided that this exclusion shall not apply to the extent that liability would have been incurred in the absence of such contract or agreement. This exclusion does not apply to **Defense Costs**;
 - (2) employment-related **Wrongful Act**;
 - (3) discrimination or sexual harassment;

- (B) The Insurer shall not pay **Loss** under Insuring Agreement C for any **Claim** based upon, arising from, or in any way related to the actual or alleged payment by an **Insured Entity** of inadequate consideration in connection with an **Insured Entity's** purchase of securities issued by any **Insured Entity**; provided, however, that this exclusion shall not apply to the portion of **Loss** representing **Defense Costs** incurred to defend such allegations.

VI. ADDITIONAL LIMIT OF LIABILITY FOR CLAIMS AGAINST MANAGERS

Subject to the terms and conditions of this Policy and **Liability Coverage Part**, an additional Limit of Liability of \$1,000,000 shall be available for **Loss** resulting from **Insured Person Claims** against **Managers**, provided that:

- (A) such **Claims** are covered under Insuring Agreement A; and
- (B) such additional Limit of Liability shall be excess of all other insurance available to pay **Loss** for such **Claims**, including, without limitation, this Policy, any insurance written specifically as excess over this Policy, and any insurance intended to provide coverage for non-indemnified **Insured Person Claims**, which such insurance must be exhausted prior to this additional Limit of Liability becoming available to pay **Loss**.

The additional Limit of Liability described above shall be the maximum aggregate amount that the Insurer shall pay for all **Loss** from all **Claims** covered under this provision.

VII. DERIVATIVE DEMAND COVERAGE

The Insurer shall pay **Investigation Costs** on behalf of an **Insured Entity** that such **Insured Entity** incurs resulting from a **Derivative Demand** first made during the **Policy Period** or Extended Reporting Period, if applicable.

This coverage shall be subject to a Sub-limit of Liability of \$500,000. Such Sub-limit of Liability shall be the maximum aggregate amount that the Insurer shall pay for all **Loss** from all **Claims** covered hereunder. Such Sub-limit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No Retention shall apply to this coverage.

VIII. ORDER OF LOSS PAYMENTS

- (A) If **Loss** is incurred that is acknowledged by the Insurer to be covered under this **Liability Coverage Part**, except that such **Loss** exceeds the remaining available Limit of Liability for this **Liability Coverage Part**, the Insurer shall first pay **Loss** covered under Insuring Agreement A prior to paying **Loss** under any other Insuring Agreements.
- (B) If **Loss** is incurred that is acknowledged by the Insurer to be covered under any Insuring Agreement other than Insuring Agreement A, the **Named Entity** shall have the right to direct the Insurer to delay payment of such **Loss** until such time as the **Named Entity** specifies. Any such direction by the **Named Entity** to delay or make payment of **Loss** shall be by written notice to the Insurer. Any such delayed payment of **Loss** shall be available to the Insurer to pay **Loss** covered under Insuring Agreement A. Any payment of **Loss** under Insuring Agreement A out of funds withheld by the Insurer pursuant to this provision shall terminate the Insurer's liability to make a delayed payment of **Loss** under any Insuring Agreement other than A by the amount of the payment under Insuring Agreement A. No interest shall be due regarding any delayed payment of **Loss**. Nothing in this provision shall increase the Insurer's Limit of Liability applicable to this **Liability Coverage Part**.

IX. RETENTION WAIVER

No Retention shall apply to **Defense Costs** incurred in connection with a **Claim**, and the Insurer shall reimburse the **Insureds** for any covered **Defense Costs** paid by the **Insureds** within the Retention otherwise applicable to such **Claim**, if a:

- (A) final adjudication with prejudice pursuant to a trial, motion to dismiss or motion for summary judgment; or
- (B) complete and final settlement with prejudice;

establishes that none of the **Insureds** in such **Claim** are liable for any **Loss**.

X. NOTICE OF CLAIM

- (A) As a condition precedent to coverage under this **Liability Coverage Part**, the **Insureds** shall give the Insurer written notice of any **Claim** as soon as practicable after a **Notice Manager** becomes aware of such **Claim**, but in no event later than:

- (1) if this Policy expires or is otherwise terminated without being renewed with the Insurer, ninety (90) days after the effective date of said expiration or termination; or
- (2) the expiration of the Extended Reporting Period, if applicable;

provided, however, that if the Policy is cancelled for non payment of premium, the **Insured** will give the Insurer written notice of such **Claim** prior to the effective date of cancellation.

- (B) If during the **Policy Period** the **Insureds** become aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim**, and if written notice of such **Wrongful Act** is given to the Insurer during the **Policy Period**, including the reasons for anticipating such a **Claim**, the nature and date of the **Wrongful Act**, the identity of the **Insureds** allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the **Insureds** first became aware of the **Wrongful Act**, then any **Claim** subsequently made which arises from such **Wrongful Act** shall be deemed to be a **Claim** first made during the **Policy Period**, and therefore subject to the terms and conditions of this Policy, including, without limitation, Section VII. of the Common Terms and Conditions and the reporting requirements set forth in Section X.(A) above, on the date that the Insurer receives the above notice.
- (C) If, during the **Policy Period**, the **Insureds** first become aware of a **Wrongful Act** by an **Insured** in connection with a qui tam complaint filed under seal pursuant to Section 3730 of The False Claims Act (31 U.S.C. § 3730) that was first made public during the **Policy Period**, and previously unbeknownst to any **Insured** other than the **Whistleblower** who filed such complaint, then any **Claim** subsequently made that arises therefrom shall be deemed to be a **Claim** first made during this **Policy Period** and therefore subject to the terms and conditions of this Policy, including, without limitation, Section VII. of the Common Terms and Conditions and the reporting requirements set forth in Section X.(A) above; provided, however, that such complaint was not the subject of any notice given under any other insurance policy for which this Policy is a renewal or replacement.

NON PROFIT ORGANIZATION APPLICATION



Name of Insurance Company to which application is made

NOTICE: LIABILITY COVERAGE PARTS PROVIDE CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED, COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO THE INSURER IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE RETENTION. UNLESS OTHERWISE PROVIDED HEREIN, PAYMENTS OF DEFENSE COSTS ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

1. GENERAL INFORMATION

- a) Name of Applicant Company: _____
(Together with any subsidiaries for whom this policy is intended, hereinafter, "Applicant(s).")
- b) Address:
- c) Year of Incorporation:
- d) Website:
- e) Employer Identification Number (EIN):

2. COVERAGE REQUESTED

Proposed Effective Date: _____

Please check the boxes below with an "X" to indicate which coverage is being requested. If you are not requesting a type of coverage, please leave the entire row blank. If a coverage requested is not currently purchased, a dollar amount of "\$0" will be assigned to current limits.

Coverage Requested	Limits Requested	Currently Purchased	Date Coverage First Purchased	Current Limits	Current Retention	Current Carrier and Premium
<input type="checkbox"/> Directors, Officers & Entity Liability	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	\$	
<input type="checkbox"/> Employment Practices Liability	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	\$	
<input type="checkbox"/> Fiduciary Liability	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	\$	
<input type="checkbox"/> Crime	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	\$	
<input type="checkbox"/> Kidnap & Ransom/Extortion	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$	\$	

3. PRIOR KNOWLEDGE

- a) Answer the following question if any coverage currently purchased has a “date coverage first purchased” that falls within 36 months of the date that this application is executed:

With respect to each coverage currently purchased, did any Applicant or any natural person for whom insurance is intended have any knowledge or information, as of the “date coverage first purchased,” of any error, misstatement, misleading statement, act, omission, neglect, breach of duty or other matter that may give rise or could have given rise to a claim? Yes No

If “YES,” provide full details (attach a separate sheet if necessary).

IT IS AGREED THAT IF ANY SUCH KNOWLEDGE OR INFORMATION EXISTED, ANY CLAIM BASED ON, ARISING FROM, OR IN ANY WAY RELATING TO SUCH ERROR, MISSTATEMENT, MISLEADING STATEMENT, ACT, OMISSION, NEGLIGENCE, BREACH OF DUTY OR OTHER MATTER OF WHICH THERE WAS KNOWLEDGE OR INFORMATION SHALL BE EXCLUDED FROM COVERAGE REQUESTED.

- b) The following question must be answered if the Applicants are requesting higher limits than current limits, including requesting coverage which is not currently purchased.

Does an Applicant or any natural person for whom insurance is intended have any knowledge or information of any error, misstatement, misleading statement, act, omission, neglect, breach of duty or other matter that may give rise to a claim? Yes No

If “YES,” provide full details (attach a separate sheet if necessary).

IT IS AGREED THAT IF ANY SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM BASED ON, ARISING FROM, OR IN ANY WAY RELATING TO SUCH ERROR, MISSTATEMENT, MISLEADING STATEMENT, ACT, OMISSION, NEGLIGENCE, BREACH OF DUTY OR OTHER MATTER OF WHICH THERE IS KNOWLEDGE OR INFORMATION SHALL BE EXCLUDED FROM COVERAGE REQUESTED. HOWEVER, THIS EXCLUSION SHALL APPLY UNDER A SPECIFIC COVERAGE PART ONLY TO THE EXTENT THAT THE “LIMITS REQUESTED” ARE HIGHER THAN THE “CURRENT LIMITS” PURCHASED FOR THAT COVERAGE PART.

4. APPLICANT INFORMATION

If the Applicant listed in 1(a) above has any subsidiaries, complete the following (attach a separate sheet if necessary):
a)

NAME	NATURE OF BUSINESS	DATE CREATED OR ACQUIRED	PERCENTAGE OWNED BY APPLICANT LISTED IN 1(a)	STATE/COUNTRY OF INCORPORATION

b)

Please provide the following based on the Applicants' most recent fiscal year end ("FYE") and the year prior. Please indicate negative figurers using "(" or "-"	Most Recent Fiscal Year End (Month/Year) _____/____	Year Prior to Most Recent Fiscal Year End (Month/Year) _____/____
Current Assets		
Total Assets		
Current Liabilities		
Long Term Debt		
Total Liabilities		
Net Worth/Fund Balance		
Total Gross Annual Revenues		
Net Revenues After Expenses		

c) Total number of current:

- i. US based employees _____
- ii. US locations _____
- iii. non US based employees _____ (If any, please provide full details.)
- iv. non US locations _____ (If any, please provide full details.)

If the response is "YES" to any question below, please provide full details (attach separate sheet if necessary).

e) Has an Applicant experienced, within the past 24 months, any of the following events:

- i. Any financial restructuring, reorganization or filing for bankruptcy? Yes No
- ii. Any downsizing, layoffs, reduction in force, plant or office closings? Yes No

Does an Applicant anticipate any of the preceding events within the next 12 months? Yes No

f) Is an Applicant a Federal or other Governmental Contractor? Yes No

g) Nature of operations (select one):

- Adult recreation (other than country, tennis or yacht clubs)
- Chamber of commerce
- Church or other religious organization
- Collector group
- Community organization
- Condo association or similar organization
- Country, tennis or yacht club
- Festival or celebration

- Foundation
- Fraternal organization
- Historical society
- Homeowners association
- Hospital, nursing home, medical or dental clinic
- Labor union or similar organization
- Library
- Museum
- Performing arts organization
- Political action committee
- Political party
- Research organization
- School or university
- Social service organization
- Trade or professional association
- Youth sports organization
- Other

Provide details:

5. DIRECTORS, OFFICERS & ENTITY LIABILITY COVERAGE PART (Complete Only if Requesting this Coverage)

- a) Does the Organization maintain an audit committee? Yes No
- b) Does the Organization maintain an investment committee? Yes No
- c) Does the Organization maintain an executive compensation committee? Yes No
- d) Is the Organization currently or has it at any time over the last year been in breach or violation of any debt covenant or loan agreement or any other material contractual obligation? * Yes No
(If "yes," please attach details)
- e) Are you involved in any lending, credit or collection activities? Yes No
- f) Is the organization involved in any standard setting, certification or peer review activities? Yes No
(if "yes," please attach details)
- g) What percentage of your annual budget is for providing medical, dental or mental health services?
- h) Has an Applicant, or any natural person for whom this insurance is intended, been involved in:
 - i. Any antitrust, copyright or patent litigation? Yes No
 - ii. Any civil or criminal action or administrative proceeding alleging a violation of any federal or state security law or regulation? Yes No
 - iii. Any representative actions, class actions or derivative suits? Yes No
 - iv. Any other litigation? Yes No

6. EMPLOYMENT PRACTICES LIABILITY COVERAGE PART (Complete Only if Requesting this Coverage)

- a) Please list the following information based on the Applicants' current facts as of today and those facts of one year ago:

	<u>Currently</u>	<u>1 Year Ago</u>
i. Non-Union Full Time US Employees	_____	_____
ii. Non-Union Part Time US Employees	_____	_____
iii. Independent Contractors	_____	_____
iv. Union Employees	_____	_____
v. Foreign Based Employees	_____	_____
vi. TOTAL EMPLOYEES and CONTRACTORS (line vi should be the sum of lines i-v.)	_____	_____
vii. Of the total number of employees/contractors listed above, please indicate how many are located in:		

	<u>Currently</u>	<u>1 Year Ago</u>
California	_____	_____
New Jersey	_____	_____
	_____	_____

Unpaid Interns _____

b) Please list the percentage of employees within the following compensation bands (including any bonus and commissions):

\$50,000 or less	\$50,000+ to \$100,000	\$100,000+ to \$250,000	More than \$250,000

c) Please also list: the following:

- | | | |
|--|------------------------|---|
| | Within Last 12 months: | Within Last 24 months: |
| i. Involuntary Terminations: | _____ | _____ |
| ii. Layoffs: | _____ | _____ |
| • Was severance available to all affected? | | <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Did all severance recipients sign a release? | | <input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No |
- If "NO" to either question, please provide full details (attach a separate sheet if necessary).

d) Do the Applicants have written procedures in place regarding:

- | | |
|--|--|
| i. Sexual Harassment | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. Discrimination | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| iii. Equal Employment Opportunity | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| iv. Americans with Disabilities Act | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| v. Employment-At-Will | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| vi. Termination | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| vii. Social Media and Computer/Network Usage | <input type="checkbox"/> Yes <input type="checkbox"/> No |
- e) Is an employee handbook distributed to all employees? Yes No
- f) Do the Applicants have a stand-alone Human Resources Department? Yes No
- g) Do the Applicants review all terminations with Legal Counsel? Yes No
- h) Do the Applicants employ any outside employment risk management services? Yes No
- i) Do the Applicants require new employees to agree to arbitrate employment disputes? Yes No
- j) Do the Applicants require new employees to sign class action waivers? Yes No
- k) Has an Applicant experienced any complaints, charges or hearings involving:
- | | |
|--|--|
| i. Any Civil complaint as respects Employment Practices Liability, including any Class or Multi- Claimant Action? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. Any Federal, State or Local Government agency as respects Employment Practices Liability? If "YES" to (i) or (ii), please provide full details (attach separate sheet if necessary). | <input type="checkbox"/> Yes <input type="checkbox"/> No |
- l) Do the Applicants conduct formal training on employment practices policies and procedures with all managers? Yes No

7. FIDUCIARY LIABILITY COVERAGE PART (Complete Only if Requesting this Coverage)

a) For each plan to be covered, please list the following:

PLAN NAME	PLAN TYPE*	# OF PARTICIPANTS	PLAN ASSETS (CURRENT YEAR)	PLAN STATUS**
			\$	
			\$	
			\$	

* Plan Type: Defined Benefit (DB), Defined Contribution (DC), Welfare (W), Employee Stock Ownership (ESOP) or Other (O).

** Plan Status: Active (A), Merged (M), Terminated (T) or Frozen (F).

If the response is "YES" to any question below, please provide full details (attach separate sheet if necessary).

b) Has an Applicant, any plan, or plan fiduciary:

- | | |
|---|--|
| i. been accused or found guilty of a breach of fiduciary duty or violation of ERISA? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| ii. been investigated by the DOL, IRS or any other regulatory agency in the past 2 years? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

- iii. had any other litigation against any Plan or Plan Fiduciary? Yes No
- c) Does any plan hold or provide the option to invest in the securities of an Applicant? Yes No
- d) Within the past 24 months have there been any reduction in benefits? Yes No
- e) Does an Applicant anticipate any reduction in benefits in the coming 12 months? Yes No

8. CRIME COVERAGE PART (Complete Only if Requesting this Coverage)

- a) Has an Applicant discovered or sustained a crime or fidelity loss within the last 36 months? If the response is "YES," please provide full details (attach separate sheet if necessary). Yes No
- b) Are the Applicants' financial statements audited by a CPA on an annual basis? Yes No
- c) If a CPA management letter was issued, were there any internal control weaknesses or recommendations for improvement by management N/A Yes No
If "YES", please attach the most recent report along with management's response to the letter.

If the response is "NO" to any of the remaining questions, please provide details on a separate sheet.

- d) Do the Applicants conduct any type of background checks on potential employees? Yes No
- e) Do the Applicants prohibit any employee (other than the owner) who reconciles bank statements from also:
 - i. Signing checks Yes No
 - ii. Handling bank deposits Yes No
 - iii. Making withdrawals Yes No
 - iv. Having access to check signing machines or signature plates? N/A Yes No
- f) Do the Applicants have an internal audit department or someone with internal audit responsibilities? Yes No
- g) Are disbursement controls segregated so no one employee can control a process from beginning to end? (e.g. request check, approve voucher, sign check) Yes No
- h) Is an authorized vendor list utilized to assist in detecting payments to fictitious suppliers? Yes No
- i) Is the responsibility for authorizing vendors, approving invoices and processing payments segregated amongst different individuals? Yes No
- j) Are automated inventory systems and physical inventories reconciled? N/A Yes No
- k) If an Applicant operates its own plants or warehouses, are there security guards, alarms and video cameras to protect inventory in plants and warehouses? N/A Yes No
- l) Do the Applicants use precious metals, stones, gems, or other high value items in their operations? Yes No
If "YES," is access to this high value material restricted, controlled and monitored? Yes No
- m) Is the authority to initiate and approve a wire transfer separated amongst different employees? Yes No
- n) Are wire transfers reconciled by a person not involved in approving or initiating the wire transfer? Yes No
- o) Do the Applicants maintain written procedures for the proper handling of wire transfers? Yes No
- p) Are employees that process wire transfers trained to never process an internal transfer request:
 - a. unless the request comes from someone with documented authority and within their established dollar threshold? Yes No

- b. without first properly validating the request via an email address or telephone number which was obtained from the employee directory and not by utilizing the reply function or a telephone number supplied as a part of the request? Yes No
- q) Can wire transfer authority be delegated to anyone verbally or in writing? Yes No
- If "YES", are procedures in place to verify that the authority has been delegated to someone else? Yes No
- r) Are employees that are responsible for wire transfers provided with regular anti-fraud training to include how to detect phishing, social engineering and other types of deception fraud schemes? Yes No
- s) Are wire transfers reconciled daily? Yes No
- t) Do these same internal control procedures exist at foreign location(s)? N/A Yes No
- u) Complete the below if Theft of Clients' Property Off Premises extension is requested:
- i. Will an Applicant or its employees have access to any client's money, securities, banking systems, purchasing systems, payroll systems, accounting systems and/or wire transfer systems? Yes No
If "yes," please provide details: _____
- ii. If an Applicant or its employees will have access to restricted areas of the client's premises, will this be limited by the use of keycards, locks, etc.? Yes No
- iii. How many of the Applicants' employees will be working at the client's location?

- iv. How many of the Applicants' 1099 contractors will be working at client's location?

9. KIDNAP AND RANSOM/EXTORTION COVERAGE PART (Complete Only if Requesting this Coverage)

If "YES" to any of the questions below, please provide full details (attach separate sheet if necessary).

- a) With respect to the Applicant, or any natural person for whom this insurance is intended:
- i. Has there ever been a prior kidnapping, extortion or detention incident or threat? Yes No
- ii. Are there any current threats or incidents regarding kidnapping, extortion or detention? Yes No
- iii. Are any operations to be insured involved in the production of food, beverages or pharmaceuticals (including toothpaste, mouthwash, etc.)? Yes No

- b) Please complete the following regarding the Applicants for each foreign (non-U.S.) location:
(If none, leave this space blank.)

Country, city, and description of operations	# of Employees

- c) Please complete the following regarding travel to foreign countries:
(If none, leave this space blank.)

Country and city(ies)	Number of Trips Per Year	Average length of stay	# of Employees

- d) If an Applicant has foreign locations or travel, describe security precautions on a separate sheet.

10. LOSS HISTORY

If "YES" to any of the questions below, please provide full details (attach separate sheet if necessary).
With respect to the Applicants and any natural person for whom this insurance is intended:

a) Have there been any actual or potential lawsuits or claims that may fall within the scope of the coverage requested? Yes No

b) Has any Insurer cancelled or refused to renew any Directors and Officers, Employment Practices, Fiduciary, Crime, Kidnap Ransom or similar insurance within the past 36 months? Yes No

* MISSOURI APPLICANTS NEED NOT REPLY.

Applicable to Liability Coverage Parts Only:

c) Are there any pending claims or demands against an Applicant or any natural person for whom this insurance is intended that may fall within the scope of coverage of any other previously or currently purchased insurance policy? Yes No

d) Has an Applicant or any natural person for whom this insurance is intended given notice under the provisions of any other previously or currently purchased insurance policy of any facts or circumstances which may give rise to a claim against any of them? Yes No

REGARDING THESE QUESTIONS C & D, IT IS AGREED THAT IF ANY SUCH CLAIMS, DEMANDS OR NOTICES EXIST, ANY CLAIM BASED UPON, ARISING FROM OR IN ANY WAY RELATED TO SUCH MATTERS SHALL BE EXCLUDED FROM THE INSURANCE BEING APPLIED FOR. THE INFORMATION PROVIDED IN THIS APPLICATION IS FOR UNDERWRITING PURPOSES ONLY AND DOES NOT CONSTITUTE NOTICE TO THE COMPANY OF A CLAIM OR POTENTIAL CLAIM UNDER ANY POLICY. IF YOU INTEND TO NOTICE A CLAIM OR POTENTIAL CLAIM FOR POSSIBLE COVERAGE, PLEASE COMPLY WITH THE NOTICE OF CLAIM CONDITIONS/PROVISIONS FOUND IN YOUR POLICY.

FRAUD WARNING STATEMENTS

ATTENTION ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, RHODE ISLAND AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MARYLAND) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY (OR WILLFULLY IN MARYLAND) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

ATTENTION COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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.

ATTENTION FLORIDA APPLICANTS: 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.

ATTENTION KANSAS APPLICANTS: INSURANCE FRAUD IS A CRIMINAL OFFENSE IN KANSAS. A " FRAUDULENT INSURANCE ACT " MEANS AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL

INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

ATTENTION KENTUCKY, OHIO AND PENNSYLVANIA APPLICANTS: 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.

ATTENTION LOUISIANA, MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: 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.

ATTENTION NEW MEXICO APPLICANTS: 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.

ATTENTION NEW HAMPSHIRE AND NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION TO THE BEST OF HER/HIS KNOWLEDGE ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

ATTENTION OKLAHOMA APPLICANTS: 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.

ATTENTION OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.

ATTENTION NEW YORK APPLICANTS: 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.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES AND ACKNOWLEDGES THAT:

- THE POLICY CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT DEFENSE COSTS WILL REDUCE THE LIMIT OF LIABILITY AND MAY EXHAUST IT COMPLETELY AND SHOULD THAT OCCUR, THE INSURED SHALL BE LIABLE FOR ANY FURTHER LOSS, INCLUDING DEFENSE COSTS. IN ADDITION, DEFENSE COSTS ARE APPLIED AGAINST THE RETENTION.
- THE STATEMENTS SET FORTH HEREIN ARE TRUE AND COMPLETE¹. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE UNDERSIGNED WILL, IN ORDER FOR THE INFORMATION TO BE TRUE AND COMPLETE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS, AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE². THE "EFFECTIVE DATE" IS THE DATE THE COVERAGE IS BOUND OR THE FIRST DAY OF THE POLICY PERIOD, WHICHEVER IS LATER. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE DEEMED ATTACHED TO AND BECOME A PART OF THE POLICY³. ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

1- In New Hampshire the truth and completeness shall be to the best of her/his knowledge.

2- In Maine this sentence ends at the word "quotations."

3- The application shall actually attach in the following states: North Carolina, _____

THIS APPLICATION MUST BE SIGNED BY THE APPLICANT'S CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, PRESIDENT OR BOARD CHAIRMAN.

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Additionally required of applicants in Florida, Iowa & New Hampshire

Name of Agent _____
(Required: Florida, Iowa & New Hampshire only)

Agent License #: _____
(Required: Florida only)

Print Name: _____

Name of Agency: _____

Address: _____

Date: _____

Agent Signature: _____
(Required: Florida & New Hampshire only)

PLEASE SUBMIT THIS PROPOSAL AND APPROPRIATE MATERIALS TO:

<Enter the address and phone number of the local The Hartford office.>



_____ ,
a stock insurance company, herein
called the Insurer

(insert name of product)

NON PROFIT ORGANIZATION

DECLARATIONS

Policy Number:

NOTICE: THE LIABILITY COVERAGE PARTS SCHEDULED IN ITEM 5 OF THE DECLARATIONS PROVIDE CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO THE INSURER IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE RETENTION. PAYMENTS OF DEFENSE COSTS ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

ITEM 1: Named Entity and Address:

ITEM 2: Producer's Name and Address:

ITEM 3: Policy Period:

- (A) Inception Date:
- (B) Expiration Date:
12:01 a.m. local time at the address shown in ITEM 1

ITEM 4: Premium: \$ _____

ITEM 5: Liability Coverage Part Elections:

Only those **Liability Coverage Parts** and Coverage Features that are designated with an "X" are included under this Policy

- "Combined Aggregate Limit of Liability For All **Liability Coverage Parts**" \$
- "Defense Outside the Limit of Liability (100%)" for the following coverage parts:
 - Non Profit Directors, Officers and Entity Liability Coverage Part
 - Employment Practices Liability Coverage Part

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- Fiduciary Liability Coverage Part

If both the “Combined Aggregate Limit of Liability For All **Liability Coverage Parts**” and the “Defense Outside the Limit of Liability (100%)” options are selected, the maximum aggregate defense outside the limits paid by the Insurer shall be equal to 100% of the “Combined Aggregate Limit of Liability For All **Liability Coverage Parts**”.

- “Defense Outside the Limit of Liability (Uncapped)” for all **Liability Coverage Parts**.

COVERAGE PART	AGGREGATE LIMIT(S) OF LIABILITY (AND SUB-LIMITS OF LIABILITY, WHERE APPLICABLE)	RETENTION(S)	PRIOR OR PENDING DATE(S)
<input type="checkbox"/> Non Profit Directors, Officers and Entity Liability <i>(Additional, Elective Coverage Features)</i> <input type="checkbox"/> <i>Entity Liability Coverage</i> <input type="checkbox"/> <i>Investigation Costs</i> <input type="checkbox"/> <i>Additional Limit of Liability for Claims Against Managers</i> <input type="checkbox"/> <i>Legal Services Wrongful Act</i> <input type="checkbox"/> <i>Data Privacy Event Expense Coverage</i>	\$ _____ \$ _____ Sub-Limit of Liability \$ _____ \$ _____ Sub-Limit of Liability \$ _____ Sub-Limit of Liability \$ _____	Insured Person Liability \$ _____ Corporate Reimbursement \$ _____ \$ _____ \$ _____ \$ _____ \$ _____	_____ _____ _____ _____ _____ _____
<input type="checkbox"/> Employment Practices Liability <i>(Additional, Elective Coverage Features)</i> <input type="checkbox"/> <i>Third Party Liability Coverage</i> <input type="checkbox"/> <i>Wage and Hour Defense Cost Coverage Extension</i> <input type="checkbox"/> <i>Workplace Violence Expenses Coverage</i>	\$ _____ Sub-Limit of Liability \$ _____ Sub-limit of Liability for Defense Costs: \$ _____ Sub-limit of Liability for Expenses: \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	_____ _____ _____ _____

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<i>Extension</i> <input type="checkbox"/> Training Costs	Sub-limit of Liability for Training Costs: \$ _____	\$ _____	_____
<input type="checkbox"/> Fiduciary Liability <i>(Additional Elective Coverage Features)</i> <input type="checkbox"/> Settlement Program Coverage <input type="checkbox"/> HIPAA:	\$ _____ Sub-Limit of Liability \$ _____ Sub-Limit of Liability \$ _____	\$ _____ \$ _____ \$ _____	_____ _____ _____

ITEM 6: Non-Liability Coverage Part Elections:

Only those **Non-Liability Coverage Parts** that are designated with an "X" are included under this Policy

COVERAGE PART	LIMIT(S) OF INSURANCE	RETENTION
<input type="checkbox"/> Crime	See Crime Coverage Part Dec. Page, Form No. _____	See Crime Coverage Part Dec. Page, Form No. _____
<input type="checkbox"/> Kidnap and Ransom/Extortion	See Kidnap and Ransom/Extortion Coverage Part Dec. Page, Form No. _____	See Kidnap and Ransom/Extortion Coverage Part Dec. Page, Form No. _____

ITEM 7: Extended Reporting Period:

(A) Duration: _____ (B) Premium*: \$ _____

* Premium for the Extended Reporting Period elected shall be the indicated percentage of the sum of the annual premium specified for all **Liability Coverage Parts** plus the annualized amounts of any additional premiums charged during the **Policy Period**. The Extended Reporting Period is not available for the **Non-Liability Coverage Parts**.

ITEM 8: Endorsements:

This Policy includes the following endorsements at issuance:

ITEM 9: Address For Notices to Insurer:

For Claims other than Kidnap and Ransom/Extortion:

For all notices other than Claims:

via mail: The Hartford
Claims Department
Hartford Financial Products
277 Park Ave., 15th Floor

via mail: The Hartford
Product Services
Hartford Financial Products
277 Park Ave., 15th Floor

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New York, New York 10172
via email: HFPClaims@thehartford.com
via fax: (917) 464-6000

New York, New York 10172
via email: HFPEXpress@thehartford.com
via fax: 866-586-4550

For Kidnap and Ransom/Extortion Claims, see Kidnap and Ransom/Extortion Coverage Part Declarations.

This Policy shall not be valid unless countersigned by the Insurer's duly authorized representative.

(insert name of product)

NON PROFIT COMMON TERMS AND CONDITIONS

NOTICE: THE LIABILITY COVERAGE PARTS SCHEDULED IN ITEM 5 OF THE DECLARATIONS PROVIDE CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO THE INSURER IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE RETENTION. PAYMENTS OF DEFENSE COSTS ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

In consideration of the payment of the premium, the Insurer and the **Insureds** agree as follows:

I. TERMS AND CONDITIONS

- (A) All Coverage Parts included in this Policy are subject to the following Common Terms and Conditions. If any provision in these Common Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Part, the terms and conditions of such Coverage Part shall control for purposes of that Coverage Part.
- (B) Except as otherwise provided by specific reference to other Coverage Parts, the terms and conditions of each Coverage Part shall apply only to such Coverage Part.

II. COMMON DEFINITIONS

The following terms, whether used in the singular or plural, shall have the meanings specified below:

- **"Affiliate"** means any insurance company controlling, controlled by or under common control with the Insurer.
- **"Application"** means the application for this Policy, including any (i) materials or information submitted therewith or made available to the Insurer during the underwriting process, or (ii) warranty, representation or other statement provided to the Insurer, which application shall be on file with the Insurer. Such **Application** shall be deemed a part of this Policy and attached hereto.
- **"Claim"** shall have the meaning specified for such term in each Coverage Part.
- **"Damages"** shall have the meaning specified for such term in each Coverage Part.
- **"Debtor in Possession"** means a "debtor in possession" as such term is defined in Chapter 11 of the U.S. Bankruptcy Code as well as any equivalent status under any similar law, including outside of the United States.
- **"Defense Costs"** means:
 - (1) reasonable legal fees and expenses, including, but not limited to, e-discovery expenses, incurred in the defense or appeal of a **Claim**;

- (2) **Extradition Costs**; or
- (3) the costs of appeal, attachment or similar bonds, provided that the Insurer shall have no obligation to furnish such bonds.

However, **Defense Costs** shall not include:

- (a) salaries, wages, remuneration, overhead or benefit expenses associated with any **Insureds**;
 - (b) any fees, expenses or costs which are incurred by or on behalf of a party which is not a covered **Insured**; or
 - (c) any fees, expenses or costs which were incurred prior to the date on which the Insurer received written notice of **Claim** from the **Insured**.
- **“Domestic Partner”** means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or any domestic partner relationship arrangement recognized outside of the U.S. and under the Human Resource policy of the **Insured Entity**.
 - **“Effective Time”** means the actual time that a transaction is legally consummated as evidenced by the controlling documents of the transaction, including but not limited to the purchase and sale agreement, merger agreement, partnership agreement, or trust agreement.
 - **“Employee”** means any natural person who was, is or shall become a(n):
 - (1) employee of an **Insured Entity** including any full time, part time, seasonal, temporary, leased, or loaned employee; or
 - (2) volunteer or intern with an **Insured Entity**.

However, this definition of **Employee** shall hereby expressly not apply for purposes of the **Non-Liability Coverage Parts**.

- **“ERISA”** means the Employee Retirement Income Security Act of 1974.
- **“Extradition Costs”** means reasonable and necessary fees and expenses directly resulting from a **Claim** in which an **Insured Person** opposes, challenges, resists or defends against any request for the extradition of such **Insured Person** from his or her current country of employ and domicile to any other country for trial or otherwise to answer any criminal accusation, including the appeal of any order or other grant of extradition of such **Insured Person**.
- **“Financial Insolvency”** means the status of an **Insured Entity** as a result of:
 - (1) the appointment of any conservator, liquidator, receiver, rehabilitator, trustee, or similar official to control, supervise, manage or liquidate such **Insured Entity**; or
 - (2) such **Insured Entity** becoming a **Debtor in Possession**.
- **“Insured Entity”** means:

(1) the **Named Entity**; or

(2) any **Subsidiary**.

Insured Entity shall include any such entity as a **Debtor in Possession**.

- “**Insured Person**” shall have the meaning specified for such term in each Coverage Part.
- “**Insureds**” shall have the meaning specified for such term in each Coverage Part.
- “**Interrelated Wrongful Acts**” means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, or transaction, or series of causally connected facts, circumstances, situations, events, or transactions.
- “**Liability Coverage Part**” means the Directors, Officers and Entity Liability, Employment Practices Liability, and Fiduciary Liability Coverage Parts, if included in ITEM 5 of the Declarations.
- “**Loss**” means **Defense Costs** and **Damages**.
- “**Manager**” means any natural person who was, is or shall become a(n):
 - (1) duly elected or appointed director, advisory director, board observer, advisory board member, officer, member of the board of managers or management committee member of an **Insured Entity**;
 - (2) **Employee** in his/her capacity as legal counsel to an **Insured Entity**; or
 - (3) executive of an **Insured Entity** created outside the U.S. to the extent that such executive holds a position equivalent to those described in (1) or (2) above.

However, this definition of **Manager** shall hereby expressly not apply for the purposes of the Kidnap and Ransom/Extortion Coverage Part.

- “**Named Entity**” means the entity named in ITEM 1 of the Declarations.
- “**Non-Liability Coverage Part**” means the Crime and Kidnap and Ransom/Extortion Coverage Parts, if included in ITEM 6 of the Declarations.
- “**Notice Managers**” shall have the meaning specified for such term in each Coverage Part.
- “**Policy Period**” means the period from the Inception Date to the Expiration Date set forth in ITEM 3 of the Declarations or any earlier cancellation date.
- “**Pollutants**” means any solid, liquid, gaseous or thermal irritant, nuisance or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalies, chemicals, odors, noise, lead, oil or oil product, radiation, asbestos or asbestos-containing product, waste and any electric, magnetic or electromagnetic field of any frequency. Waste includes, without limitation, material to be recycled, reconditioned or reclaimed. **Pollutants** also means any substance located anywhere in the world identified on a list of hazardous substances issued by any federal agency (including, nonexclusively, the Environmental Protection Agency) or any state, county, municipality or locality or counterpart thereof, or any foreign equivalent thereof.

- “**Qualified Public Report**” means the public description of an occurrence that is covered only under a **Non-Liability Coverage Part** included under this Policy, which description also:
 - (1) includes the legal identity of an **Insured** implicated in the coverage determination under such **Non-Liability Coverage Part**;
 - (2) is broadcast by an on-the-air television or radio newscast, or published in a daily-circulated newspaper, or any official website thereof; and
 - (3) first occurs during the **Policy Period**.

However, **Qualified Public Report** does not mean any description by a source that does not employ a staff of journalists to report the news, or any description by or in any blog or social media.

- “**Subsidiary**” means any:
 - (1) corporation in which and so long as the **Named Entity** owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;
 - (2) limited liability company in which and so long as the **Named Entity** owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity’s managing members;
 - (3) chapter of the **Named Entity**, but only if added by endorsement specifically identifying such chapter;
 - (4) corporation operated as a joint venture in which and so long as the **Named Entity** owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the **Named Entity** solely controls the management and operation of such corporation; or
 - (5) foundation, charitable trust or political action committee in which and so long as such entity or organization is controlled by the **Named Entity** or any **Subsidiary** as defined (1) through (4) above.
- “**Wage and Hour Violation**” means any actual or alleged violation of the duties and responsibilities that are imposed upon an **Insured** by any federal, state or local law or regulation any where in the world, including but not limited to the Fair Labor Standards Act or any similar law (except the Equal Pay Act), which govern wage, hour and payroll practices. Such practices include but are not limited to:
 - (1) the calculation and payment of wages, overtime wages, minimum wages and prevailing wage rates;
 - (2) the calculation and payments of benefits;
 - (3) the classification of any person or organization for wage and hour purposes;
 - (4) reimbursing business expenses;
 - (5) the use of child labor; or

(6) garnishments, withholdings and other deductions from wages.

- “**Wrongful Act**” shall have the meaning specified for such term in each Coverage Part.

III. COVERAGE EXTENSIONS

(A) Spousal/Domestic Partner Liability Coverage

Coverage shall apply to the lawful spouse or **Domestic Partner** of an **Insured Person** for a **Claim** made against such spouse or **Domestic Partner**, provided that:

- (1) such **Claim** arises solely out of:
 - (a) such person’s status as the spouse or **Domestic Partner** of an **Insured Person**; or
 - (b) such spouse or **Domestic Partner’s** ownership of property sought as recovery for a **Wrongful Act**;
- (2) the **Insured Person** is named in such **Claim** together with the spouse or **Domestic Partner**; and
- (3) coverage of the spouse or **Domestic Partner** shall be on the same terms and conditions, including any applicable Retention, as apply to coverage of the **Insured Person** for such **Claim**.

No coverage shall apply to any **Claim** for a **Wrongful Act** of such spouse or **Domestic Partner**.

(B) Estates and Legal Representatives

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** made against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** shall be deemed to be a **Claim** made against such **Insured Person**. No coverage shall apply to any **Claim** for a **Wrongful Act** of such estate, heirs, legal representatives or assigns.

(C) Public Relations Reimbursement Extension

If, during the **Policy Period**, the **Insured Entity** notifies the Insurer in writing of a **Qualified Public Report** within sixty (60) days of the first broadcast or publication thereof, then, subject to the Insurer’s prior written consent, such consent not to be unreasonably withheld, the **Named Entity** shall be entitled to reimbursement for up to \$25,000 of reasonable and necessary public relations expenses incurred to mitigate the effects of the **Qualified Public Report**; provided further that:

- (1) all **Qualified Public Reports** that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes are deemed one **Qualified Public Report** first occurring on the date of the first such broadcast or publication thereof; and
- (2) the \$25,000 coverage provided by this extension shall:

- (a) be the maximum aggregate amount that the Insurer shall pay under this Policy for all **Qualified Public Reports**; and
- (b) only be available for reimbursement if the **Insured Entity** has exhausted any retention applicable to coverage for such occurrence giving rise to the **Qualified Public Report**. At such time as such applicable retention is exhausted, there shall be no further retention applicable to the coverage provided by this extension.

IV. LIMIT OF LIABILITY

- (A) The Limit of Liability for each **Liability Coverage Part** in ITEM 5 of the Declarations shall be the maximum aggregate amount that the Insurer shall pay under such Coverage Part for all **Loss** from all **Claims** covered under such Coverage Part.
- (B) Notwithstanding the above, if a Combined Aggregate Limit of Liability For All Coverage Parts is included in ITEM 5 of the Declarations, then:
 - (1) the Combined Aggregate Limit of Liability For All Coverage Parts shall be the maximum aggregate amount that the Insurer shall pay for all **Loss** from all **Claims** covered under all included **Liability Coverage Parts** combined; and
 - (2) any amount specified as a Limit of Liability for any individual **Liability Coverage Part** in ITEM 5 of the Declarations shall be part of, and not in addition to, the amount stated as the Combined Aggregate Limit of Liability For All Coverage Parts.
- (C) If any Limit of Liability or Limit of Insurance is exhausted, the premium for this Policy shall be deemed fully earned.

V. DEFENSE COSTS

Solely with respect to all **Liability Coverage Parts**:

- (A) **Defense Costs** shall be part of, and not in addition to, each applicable Limit of Liability. Payment of **Defense Costs** by the Insurer shall reduce each Limit of Liability.
- (B) Notwithstanding the above, if Defense Outside the Limit of Liability is included in ITEM 5 of the Declarations, then payment of **Defense Costs** shall be in addition to such applicable Limit of Liability, provided that:
 - (1) if the Combined Aggregate Limit of Liability For All Coverage Parts is not included in ITEM 5 of the Declarations, then the maximum aggregate amount that the Insurer shall pay for all **Defense Costs** from all **Claims** covered under a **Liability Coverage Part** shall be equal to the Aggregate Limit of Liability for such **Liability Coverage Part**.
 - (2) if a Combined Aggregate Limit of Liability For All Coverage Parts is included in ITEM 5 of the Declarations, then the maximum aggregate amount that the Insurer shall pay for all **Defense Costs** from all **Claims** covered under all included **Liability Coverage Parts** combined shall be equal to the Combined Aggregate Limit of Liability.
 - (3) if the amount available for **Defense Costs** stated in (1) or (2) above is exhausted by the payment of **Defense Costs**, then **Defense Costs** shall be paid by the Insurer out of any remaining applicable Limit of Liability until the exhaustion of the applicable Limit of Liability.

- (4) no **Defense Costs** shall be paid by the Insurer upon exhaustion of the applicable Limit of Liability by **Damages**.
- (C) Notwithstanding the above, if Defense Outside the Limit of Liability (Uncapped) is included in Item 5 of the Declarations, then payment of **Defense Costs** shall be in addition to such applicable Limit of Liability, provided that no **Defense Costs** shall be paid by the Insurer upon exhaustion of the applicable Limit of Liability by **Damages**.

VI. RETENTION

Solely with respect to all **Liability Coverage Parts**:

- (A) The Insurer shall pay **Loss** in excess of the Retention applicable to each **Claim** as specified in ITEM 5 of the Declarations.
- (B) All Retentions shall be borne by the **Insureds** at their own risk, though where allowable by law, actual payment for a retention may be made on behalf of the **Insured** by a non-**Insured**. Payment by a non-**Insured** must contain a written reference to the identification number of the matter for which such payment is being made.
- (C) The Retention shall apply to **Defense Costs** covered under this Policy. If, any **Defense Costs** are incurred by the Insurer prior to the **Insured's** complete payment of the Retention, then the **Insureds** shall reimburse the Insurer therefor upon request.
- (D) If a **Claim** is covered under more than one Coverage Part, the applicable Retention for each Coverage Part shall be applied separately to such **Claim**, provided that the maximum Retention applied to such **Claim** shall not exceed the highest of such applicable Retentions.
- (E) No Retention shall apply to **Loss** incurred by any **Insured Person** that an **Insured Entity** is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of **Financial Insolvency**.
- (F) If an **Insured Entity** is permitted or required by common or statutory law to indemnify an **Insured Person** for any **Loss**, or to advance **Defense Costs** on their behalf, and does not do so other than because of **Financial Insolvency**, then such **Insured Entity** and the **Named Entity** shall reimburse and hold harmless the Insurer for the Insurer's payment or advancement of such **Loss** up to the amount of the Retention that would have applied if such indemnification had been made.
- (G) If a **Subsidiary** is unable to indemnify an **Insured Person** for any **Loss**, or to advance **Defense Costs** on their behalf, because of **Financial Insolvency**, then the **Named Entity** shall reimburse and hold harmless the Insurer for the Insurer's payment or advancement of such **Loss** up to the amount of the applicable Retention that would have applied if such indemnification had been made.

VII. DEFENSE AND SETTLEMENT

Solely with respect to all **Liability Coverage Parts**:

- (A) The Insurer shall have the right and duty to defend **Claims** covered under the Policy, even if such **Claim** is groundless, false or fraudulent, provided that:

- (1) the **Insureds** give notice to the Insurer in accordance with the applicable **Liability Coverage Parts'** notice provisions; and
- (2) such **Claim** does not involve allegations, in whole or in part, of a **Wage and Hour Violation**.

For any **Claim** involving allegations, in whole or in part, of a **Wage and Hour Violation**, it shall be the duty of the **Insureds**, and not the Insurer, to defend such **Claim**.

- (B) If the Insurer has the duty to defend a **Claim**, the Insurer's duty to defend such **Claim** shall cease upon exhaustion of any applicable Limit of Liability.

Notwithstanding the above, if Defense Outside the Limit of Liability is included in ITEM 5 of the Declarations, then the Insurer's duty, if any, to defend any **Claim** shall cease upon exhaustion of the maximum aggregate amount of **Defense Costs** available under Section V. DEFENSE COSTS, and any applicable Limit of Liability.

- (C) The **Insureds** shall not admit or assume any liability, make any settlement offer or enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** regarding any **Claim** without the prior written consent of the Insurer, such consent not to be unreasonably withheld. The Insurer shall not be liable for any admission, assumption, settlement offer or agreement, stipulation, or **Defense Costs** to which it has not consented.
- (D) The Insurer shall have the right to associate itself in the defense and settlement of any **Claim** that appears reasonably likely to involve this Policy. The Insurer may make any investigation it deems appropriate in connection with any **Claim**. The Insurer may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the Insurer deems reasonable.
- (E) Notwithstanding the above, if Defense Outside the Limit of Liability is included in ITEM 5 of the Declarations, then the Insurer may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the Insurer deems reasonable. However, if an **Insured** fails or refuses to consent to the settlement of a **Claim** as recommended by the Insurer and acceptable to a claimant, then:
- (1) the Insurer's duty to defend such **Claim**, if any, shall cease; and
 - (2) subject to the applicable Limit of Liability, the Insurer's maximum liability for such **Claim** shall be limited to the sum of:
 - (a) **Defense Costs** incurred up until such failure or refusal; plus
 - (b) 80% of **Defense Costs** incurred after such failure or refusal; plus
 - (c) **Loss** other than **Defense Costs** incurred to resolve such **Claim**, provided that if such amount exceeds the settlement amount recommended by the Insurer that the Insurer shall only be liable for 80% of the amount of such **Loss** in excess of such settlement amount.
- (F) The **Insureds** shall give to the Insurer all information and cooperation as the Insurer may reasonably request. However, if the Insurer is, in its sole discretion, able to determine coverage for cooperating **Insureds**, the failure of one **Insured Person** to cooperate with the Insurer shall not impact coverage provided to cooperating **Insureds**.
- (G) With respect to a covered **Claim** for which the Insurer does not have the duty to defend, the Insurer shall advance **Defense Costs** in accordance with section XI (B) that the Insurer believes to be covered under this Policy until a different allocation is negotiated, mediated,

arbitrated or judicially determined.

VIII. MINIMUM STANDARDS

In the event that there is an inconsistency between:

- (A) the terms and conditions that are required to meet minimum standards of a state's law (pursuant to a state amendatory endorsement attached to this Policy), and
- (B) any other term or condition of this Policy,

it is understood and agreed that, where permitted by law, the Insurer shall apply those terms and conditions of (A) or (B) above that are more favorable to the **Insured**.

IX. EXTENDED REPORTING PERIOD

Solely with respect to all **Liability Coverage Parts**:

- (A) If any **Liability Coverage Part** is cancelled or non-renewed for any reason other than non-payment of premium, the **Insureds** shall have the right to elect an extension of time to report **Claims** under such **Liability Coverage Part** (the "Extended Reporting Period").
- (B) To elect the Extended Reporting Period, the **Insureds** shall send a written notice of election of the Extended Reporting Period to the Insurer together with the premium therefor. The right to elect the Extended Reporting Period shall end unless the Insurer receives such notice and premium within sixty (60) days of cancellation or non-renewal. There shall be no right to elect the Extended Reporting Period after such time.
- (C) The premium for the Extended Reporting Period shall be that percentage specified in ITEM 7 of the Declarations of the sum of the original annual premium plus the annualized amount of any additional premium charged by the Insurer during the **Policy Period**. Such premium shall be deemed fully earned at the inception of the Extended Reporting Period.
- (D) The Extended Reporting Period shall be for the duration specified in ITEM 7 of the Declarations following the end of the **Policy Period**.
- (E) Coverage during the Extended Reporting Period shall apply to **Claims** made during the Extended Reporting Period for **Wrongful Acts** occurring prior to the earlier of the end of the **Policy Period** or the time of any transaction described in Section XIV. CHANGES IN EXPOSURE, (C) Takeover of Named Entity. No coverage shall apply for any **Wrongful Act** occurring after such time.
- (F) There is no separate or additional Limit of Liability for any Extended Reporting Period.
- (G) If during the Extended Reporting Period the **Insureds** first become aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim**, and if written notice of such **Wrongful Act** is given to the Insurer during the Extended Reporting Period, including the reasons for anticipating such a **Claim**, the nature and date of the **Wrongful Act**, the identity of the **Insureds** allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the **Insureds** first became aware of the **Wrongful Act**, then any **Claim** subsequently made which arises from such **Wrongful Act** shall be deemed to be a **Claim** first made during the Extended Reporting Period, and therefore subject to the terms and conditions of this Policy, including, without limitation, Section VII., of these Common Terms and Conditions and the reporting requirements set forth in the NOTICE OF CLAIM provisions of this Policy, on the date that the Insurer receives the above notice.

X. INTERRELATIONSHIP OF CLAIMS

Solely with respect to all **Liability Coverage Parts**:

All **Claims** based upon, arising from or in any way related to the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to be a single **Claim** for all purposes under this Policy first made on the earliest date that:

- (A) any of such **Claims** was first made, regardless of whether such date is before or during the **Policy Period**;
- (B) notice of any **Wrongful Act** described above was given to the Insurer under this Policy pursuant to the section titled NOTICE OF CLAIM found in the applicable **Liability Coverage Part**; or
- (C) notice of any **Wrongful Act** described above was given under any prior management liability insurance policy if such notice is accepted under such other policy.

XI. ALLOCATION

Solely with respect to all **Liability Coverage Parts**:

Where **Insureds** who are afforded coverage for a **Claim** incur an amount consisting of both **Loss** that is covered by this Policy and also loss that is not covered by this Policy because such **Claim** includes both covered and uncovered matters, then coverage shall apply as follows:

- (A) with respect to a covered **Claim** for which the Insurer has the duty to defend:
 - (1) 100% of the **Insured's Defense Costs** shall be allocated to covered **Loss**; and
 - (2) All other **Loss** shall be allocated between covered **Loss** and non-covered loss based upon the relative legal exposure of all parties to such matters.
- (B) with respect to a covered **Claim** for which the Insurer does not have the duty to defend, all **Loss** shall be allocated between covered **Loss** and non-covered loss based upon the relative legal exposure of all parties to such matters.

XII. OTHER INSURANCE

If **Loss** arising from any **Claim** is insured under any other valid and collectible policy or policies, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's Policy Number. Any payments made under any such policy(ies) will serve to offset any applicable retention amounts set forth in the Declarations.

XIII. CANCELLATION

- (A) The Insurer may cancel this Policy for non-payment of premium by sending not less than 10 days notice to the **Named Entity**. This Policy may not otherwise be cancelled by the Insurer.
- (B) Except as provided in Section XIV. CHANGES IN EXPOSURE, (C) Takeover of Named Entity, the **Insureds** may cancel this Policy by sending written notice of cancellation to the

Insurer. Such notice shall be effective upon receipt by the Insurer unless a later cancellation time is specified therein.

- (C) If the Insurer cancels this Policy, unearned premium shall be calculated on a pro rata basis. If the **Insureds** cancel this Policy, unearned premium shall be calculated at the Insurer's customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of a cancellation. The Insurer shall make payment of any unearned premium as soon as practicable.

XIV. CHANGES IN EXPOSURE

Solely with respect to all **Liability Coverage Parts**:

(A) Acquisitions or Created Subsidiaries

If, before or during the **Policy Period**, any **Insured Entity** acquires or creates a **Subsidiary**, then such acquired or created entity and its subsidiaries, and any natural persons that would qualify as **Insured Persons** thereof, shall be **Insureds** to the extent such entities and persons would otherwise qualify as **Insureds** under the **Liability Coverage Parts**, but only for **Wrongful Acts** occurring after the **Effective Time** of such acquisition or creation. No coverage shall be available for any **Wrongful Act** of such **Insureds** occurring before the **Effective Time** of such acquisition or creation, or for any **Interrelated Wrongful Acts** thereto.

However, if the fair value of the assets of any such acquired or created entity exceed 35% of the total assets of the **Named Entity** as reflected in its most recent consolidated financial statements prior to the **Effective Time** of such acquisition or creation, then the **Insureds** shall give the Insurer written notice and full, written details of the acquisition or creation as soon as practicable:

- (1) prior to the expiration or termination date of this Policy; or
- (2) within ninety (90) days of such acquisition or creation;

whichever date is later.

There shall be no coverage under any renewal or replacement of this Policy for any such new **Subsidiary** and its subsidiaries, and any natural persons that would qualify as **Insured Persons** thereof, unless the **Insureds** comply with the terms of this provision.

(B) Mergers

If, before or during the **Policy Period**, any **Insured Entity** merges with another entity such that the **Insured Entity** is the surviving entity, then such merged entity and its subsidiaries, and any natural persons that would qualify as **Insured Persons** thereof, shall be **Insureds** to the extent such entities and persons would otherwise qualify as **Insureds** under the **Liability Coverage Parts**, but only for **Wrongful Acts** occurring after such merger. No coverage shall be available for any **Wrongful Act** of such **Insureds** occurring before the **Effective Time** of such merger or for any **Interrelated Wrongful Acts** thereto.

However, if the fair value of the assets of any newly merged entity exceed 35% of the total assets of the **Named Entity** as reflected in its most recent consolidated financial statements prior to such merger, then the **Insureds** shall give the Insurer written notice and full, written details of the merger as soon as practicable:

- (1) prior to the expiration or termination date of this Policy; or
- (2) within ninety (90) days of such merger;

whichever date is later.

There shall be no coverage under any renewal or replacement of this Policy for any newly merged entity or any of its subsidiaries, and any natural persons that would qualify as **Insured Persons** thereof, unless the **Insureds** comply with the terms of this provision.

(C) Takeover of Named Entity

If, before or during the **Policy Period**:

- (1) the **Named Entity** merges into or consolidates with another entity such that the **Named Entity** is not the surviving entity; or
- (2) more than 50% of the securities representing the right to vote for the **Named Entity's** board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under the **Liability Coverage Parts**, but only for **Wrongful Acts** occurring before the **Effective Time** of any such transaction. No coverage shall be available for any **Wrongful Act** occurring after the **Effective Time** of such transaction. Upon such transaction, this Policy shall not be cancelled and the entire premium for this Policy shall be deemed fully earned. The Insured shall give the Insurer written notice and full, written details of such transaction as soon as practicable. If any transaction described herein occurs, then the Insurer will not be obligated to offer any renewal or replacement of this Policy.

(D) Loss of Subsidiary Status

If, before or during the **Policy Period**, any entity ceases to be a **Subsidiary**, then coverage shall be available under the **Liability Coverage Parts** for such **Subsidiary** and its **Insured Persons**, but only for a **Wrongful Act** of such **Insureds** occurring before the **Effective Time** of such transaction. No coverage shall be available for any **Wrongful Act** of such **Insureds** occurring after the **Effective Time** such transaction.

XV. SUBROGATION

- (A) The Insurer shall be subrogated to all of the **Insureds'** rights of recovery regarding any payment of **Loss** by the Insurer under this Policy. The **Insureds** shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of any documents necessary to enable the Insurer to effectively bring suit in the name of the **Insureds**. The **Insureds** shall do nothing to prejudice the Insurer's position or any potential or actual rights of recovery.
- (B) Solely with respect to all **Liability Coverage Parts**, the Insurer shall not exercise its rights of subrogation against an **Insured Person** under this Policy unless such **Insured Person** has:
 - (1) obtained any personal profit, remuneration or advantage to which such **Insured Person** was not legally entitled, or
 - (2) committed a criminal or deliberately fraudulent act or omission or any willful violation of law,if a judgment or other final adjudication establishes such personal profit, remuneration, advantage, act, omission, or violation.

XVI. APPLICATION

- (A) The **Insureds** represent that the declarations and statements contained in the **Application** are true, accurate and complete. This Policy is issued in reliance upon the **Application**.
- (B) If the **Application** contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by the Insurer:
 - (1) For the purpose of determining coverage under all Coverage Parts other than the Directors, Officers and Entity Liability Coverage Part, no coverage shall be afforded under this Policy for any **Insureds** who knew on the Inception Date of this Policy of the facts that were so misrepresented, provided that:
 - (a) knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**; and
 - (b) knowledge possessed by any chief executive officer, chief financial officer, human resources director or any position equivalent to the foregoing of the **Named Entity**, or anyone signing the **Application**, shall be imputed to all **Insured Entities**. No other person's knowledge shall be imputed to an **Insured Entity**.
 - (2) For the purpose of determining coverage under the Directors, Officers and Entity Liability Coverage Part, no coverage shall be afforded under this Policy for:
 - (a) any **Insured Persons**, under Insuring Agreement (A), who knew as of the Inception Date of this Policy the facts that were so misrepresented in the **Application**, provided, however, that knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**.
 - (b) an **Insured Entity**, under Insuring Agreement (B), to the extent it indemnifies any **Insured Person** referenced in subparagraph (2)(a), above, and
 - (c) an **Insured Entity**, under Insuring Agreements (C) and (D), if any chief executive officer, chief financial officer or any position equivalent to the foregoing of the **Named Entity**, or anyone signing the **Application**, knew as of the Inception Date of this Policy the facts that were so misrepresented in the **Application**.

However, notwithstanding the foregoing, under no circumstances shall the Insurer be entitled to rescind this Policy.

XVII. ACTION AGAINST THE INSURER

- (A) Solely with respect to all **Liability Coverage Parts**:
 - (1) No action shall be taken against the Insurer unless there shall have been full compliance with all the terms and conditions of this Policy.
 - (2) No person or organization shall have any right under this Policy to join the Insurer as a party to any **Claim** against the **Insureds** nor shall the Insurer be impleaded by the **Insureds** in any such **Claim**.
- (B) Solely with respect to the **Crime Coverage Part**:
 - (1) No legal action shall be taken against the Insurer involving loss unless the **Insured** has complied with all the terms of this Policy; and
 - (2) No legal action shall be taken against the Insurer involving loss until ninety (90) days after the **Insured** has filed proof of loss with us; and

- (3) No legal action shall be taken against the Insurer involving loss unless such action is brought within two (2) years from the date that the **Insured** discovers such loss.

(C) Solely with respect to the **Kidnap And Ransom/Extortion Coverage Part**:

No suit, action or proceeding for recovery of any claim under this Policy shall be sustainable in any court of law, equity or other tribunal unless all the requirements of this Policy shall have been complied with and the same be commenced within twenty-four (24) months after a claim for actual loss or expenses has been reported to the Insurer by the **Insured**.

XVIII. ASSIGNMENT

Assignment of interest under this Policy shall not bind the Insurer without its consent as specified in a written endorsement issued by the Insurer to form a part of this Policy.

XIX. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of any **Insureds** shall not relieve the Insurer of any of its obligations under this Policy.

XX. AUTHORIZATION OF NAMED ENTITY

The **Named Entity** shall act on behalf of all **Insureds** with respect to all matters under this Policy, including, without limitation, giving and receiving of notices regarding **Claims**, cancellation, election of the Extended Reporting Period, payment of premiums, receipt of any return premiums, and acceptance of any endorsements to this Policy.

XXI. CHANGES

This Policy shall not be changed or modified except in a written endorsement issued by the Insurer to form a part of this Policy.

XXII. ENTIRE AGREEMENT

This Policy, including the Declarations, Common Terms and Conditions, included Coverage Part(s), **Application** and any written endorsements attached hereto, constitute the entire agreement between the **Insureds** and the Insurer relating to this insurance.

XXIII. NOTICE ADDRESSES

- (A) All notices to the **Insureds** shall be sent to the **Named Entity** at the address specified in ITEM 1 of the Declarations.
- (B) All notices to the Insurer shall be sent to the address specified in ITEM 9 of the Declarations. Any such notice shall be effective upon receipt by the Insurer at such address.

XXIV. HEADINGS

The headings of the various sections of this Policy are intended for reference only and shall not be part of the terms and conditions of coverage.

XXV. REFERENCES TO LAWS

- (A) Wherever this Policy mentions any law, including, without limitation, any statute, Act or Code of the U.S., such mention shall be deemed to include all amendments of, and all rules or regulations promulgated under, such law.
- (B) Wherever this Policy mentions any law or laws, including, without limitation, any statute, Act or Code of the U.S., and such mention is followed by the phrase "or any similar law", such phrase shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, statutes and any rules or regulations promulgated under such statutes as well as common law.

XXVI. COVERAGE TERRITORY

Coverage under this Policy applies worldwide.



Name of Insurance Company to which application is made

Non Profit Organization HFP ProntoSM Application –

NOTICE: LIABILITY COVERAGE PARTS PROVIDE CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO THE INSURER IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE RETENTION. UNLESS OTHERWISE PROVIDED, PAYMENTS OF DEFENSE COSTS ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMIT OF LIABILITY. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

1. GENERAL INFORMATION

a) Name of Applicant Company:

(Together with any subsidiaries for whom this policy is intended, hereinafter, "Applicant(s).")

b) Address:

c) EIN Number:

2. COVERAGE REQUESTED

Proposed Effective Date: _____

Please check the boxes below with an "X" to indicate which coverage is being requested. If you are not requesting a type of coverage, please leave the entire row blank. If a coverage requested is not currently purchased, a dollar amount of "\$0" will be assigned to current limits.

Coverage Requested	Limits Requested	Currently Purchased	Date Coverage First Purchased	Current Limits
<input type="checkbox"/> Directors, Officers & Entity Liability Coverage Part	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
<input type="checkbox"/> Employment Practices Liability	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
<input type="checkbox"/> Fiduciary Liability	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
<input type="checkbox"/> Crime	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$

3. PRIOR KNOWLEDGE

- a) Answer the following question if any coverage currently purchased has a "date coverage first purchased" that falls within 36 months of the date that this application is executed:

With respect to each coverage currently purchased, did any Applicant or any natural person for whom insurance is intended have any knowledge or information, as of the "date coverage first purchased," of any error, misstatement, misleading statement, act, omission, neglect, breach of duty or other matter that may give rise or could have given rise to a claim?

Yes No

If "YES," provide full details (attach a separate sheet if necessary).

IT IS AGREED THAT IF ANY SUCH KNOWLEDGE OR INFORMATION EXISTED, ANY CLAIM BASED ON, ARISING FROM, OR IN ANY WAY RELATING TO SUCH ERROR, MISSTATEMENT, MISLEADING STATEMENT, ACT, OMISSION, NEGLIGENCE, BREACH OF DUTY OR OTHER MATTER OF WHICH THERE WAS KNOWLEDGE OR INFORMATION SHALL BE EXCLUDED FROM COVERAGE REQUESTED.

- b) The following question must be answered if the Applicants are requesting higher limits than current limits, including requesting coverage which is not currently purchased.

Does an Applicant or any natural person for whom insurance is intended have any knowledge or information of any error, misstatement, misleading statement, act, omission, neglect, breach of duty or other matter that may give rise to a claim?

Yes No

If "YES," provide full details (attach a separate sheet if necessary).

IT IS AGREED THAT IF ANY SUCH KNOWLEDGE OR INFORMATION EXISTS, ANY CLAIM BASED ON, ARISING FROM, OR IN ANY WAY RELATING TO SUCH ERROR, MISSTATEMENT, MISLEADING STATEMENT, ACT, OMISSION, NEGLIGENCE, BREACH OF DUTY OR OTHER MATTER OF WHICH THERE IS KNOWLEDGE OR INFORMATION SHALL BE EXCLUDED FROM COVERAGE REQUESTED. HOWEVER, THIS EXCLUSION SHALL APPLY UNDER A SPECIFIC COVERAGE PART ONLY TO THE EXTENT THAT THE "LIMITS REQUESTED" ARE HIGHER THAN THE "CURRENT LIMITS" PURCHASED FOR THAT COVERAGE PART.

4. APPLICANT INFORMATION

- a) Total gross annual revenues as of most recent fiscal year end: \$ _____

- b) Nature of operations (select one):

- Adult recreation (other than country, tennis or yacht clubs)
- Chamber of commerce
- Church or other religious organization
- Collector group
- Community organization
- Condo association or similar organization
- Country, tennis or yacht club
- Festival or celebration
- Foundation
- Fraternal organization
- Historical society
- Homeowners association

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- Hospital, nursing home, medical or dental clinic
 - Labor union or similar organization
 - Library
 - Museum
 - Performing arts organization
 - Political action committee
 - Political party
 - Research organization
 - School or university
 - Social service organization
 - Trade or professional association
 - Youth sports organization
 - Other
- Provide details:

c) During the past three years, has the applicant or any of its directors or officers been involved in:

- Any non employment related civil litigation Yes No
If yes please provide details:

- Any criminal investigations or complaints Yes No
If yes provide details:

- Any employment related complaints or litigation Yes No yes
if yes please provide details

Need class specific questions

Community organizations: Please describe what the organization does?

Foundation: As of the end of the most recent fiscal year, what were the organizations total assets?

- Fraternal Organization: Is the applicant organized around a particular profession? Yes No
- Is the applicant a community service oriented organization? Yes No
- Is the applicant a college campus based social organization. Yes No
- Does the applicant provide housing or meal services to college students? Yes No

Social Services:

- What percentage of your annual budget is devoted to providing medical related services? _____

5. EMPLOYMENT PRACTICES LIABILITY COVERAGE PART (Complete Only if Requesting this Coverage)

a) Please list the following information based on the Applicants' current facts as of today:

		<u>Currently</u>
i.	Non-Union Full-Time US Employees	_____
ii.	Non-Union Part-Time US Employees	_____
iii.	Independent Contractors	_____
iv.	Union Employees	_____
v.	Foreign-Based Employees	_____
vi.	TOTAL EMPLOYEES and CONTRACTORS	_____
	<i>(line vi. should be the sum of lines i.-v.)</i>	=
	California based employees	

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- b) Please list the percentage of employees within the following compensation bands (including any bonus and commissions):

less than \$100,000	\$100,000 or more

6. FIDUCIARY LIABILITY COVERAGE PART (Complete Only if Requesting this Coverage)

If the response is "YES" to any question below, full details will be required.

- a) Has an Applicant, any plan, or plan fiduciary:
- i. been investigated by the DOL, IRS or any other regulatory agency in the past 2 years? Yes No
 - ii. had any other litigation against any Plan or Plan Fiduciary? Yes No
- b) What are the total assets held in your benefit plans? \$ _____

7. CRIME COVERAGE PART (Complete Only if Requesting this Coverage)

- a) Total Number of Locations: _____
- b) Has an Applicant discovered or sustained a crime or fidelity loss within the last 36 months? If the response is "YES," full details will be required. Yes No
- c) Do the Applicants prohibit any employee who reconciles bank statements from also:
- i. Signing checks Yes No
 - ii. Handling bank deposits Yes No
 - iii. Making withdrawals Yes No
 - iv. Yes No
 - v. If any response is "NO", and an employee has the ability to reconcile bank accounts and also sign checks, handle deposits, make withdrawals or has access to check signing machines/signature plates, is there any other person not involved in that process that reviews bank reconciliations for accuracy and validity (at a minimum quarterly)? Yes No
- d) Is the authority to initiate and approve a wire transfer separated amongst different employees? N/A Yes No
- * If the response is "NO", are wire transfers reconciled by a person not involved in initiating and/or approving the wire transfer? Yes No

ADDITIONAL FINANCIAL CONDITION QUESTIONS

Please provide the following based on the Applicants' most recent fiscal year end ("FYE") and the year prior. Please indicate negative figurers using "(" or "-"	Most Recent Fiscal Year End (Month/Year) _____/____	Year Prior to Most Recent Fiscal Year End (Month/Year) _____/____
Current Assets		
Total Assets		
Current Liabilities		
Long Term Debt		
Total Liabilities		
Fund Balance		
Total Revenues		
Net Earnings		

ADDITIONAL EPLI QUESTIONS

- Is an employee handbook distributed to all employees? Yes No
- Do the Applicants employ any outside employment risk management services? Yes No

- Do the Applicants have a stand-alone Human Resources Department? Yes No
- Do the Applicants review all terminations with Legal Counsel? Yes No
- Do the Applicants employ any outside employment risk management services? Yes No
- Do the Applicants require new employees to agree to arbitrate employment disputes? Yes No
- Do the Applicants require new employees to sign class action waivers? Yes No
- Within the last 18 months has the Applicant laid off more than 20% of its employees? Yes No
- During the upcoming 18 months does the applicant anticipate layoffs? Yes No

9.

REGARDING THESE QUESTIONS C & D, IT IS AGREED THAT IF ANY SUCH CLAIMS, DEMANDS OR NOTICES EXIST, ANY CLAIM BASED UPON, ARISING FROM OR IN ANY WAY RELATED TO SUCH MATTERS SHALL BE EXCLUDED FROM THE INSURANCE BEING APPLIED FOR. THE INFORMATION PROVIDED IN THIS APPLICATION IS FOR UNDERWRITING PURPOSES ONLY AND DOES NOT CONSTITUTE NOTICE TO THE COMPANY OF A CLAIM OR POTENTIAL CLAIM UNDER ANY POLICY. IF YOU INTEND TO NOTICE A CLAIM OR POTENTIAL CLAIM FOR POSSIBLE COVERAGE, PLEASE COMPLY WITH THE NOTICE OF CLAIM CONDITIONS/PROVISIONS FOUND IN YOUR POLICY.

FRAUD WARNING STATEMENTS

ATTENTION ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, RHODE ISLAND AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MARYLAND) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY (OR WILLFULLY IN MARYLAND) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

ATTENTION COLORADO APPLICANTS: 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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY

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HOLDER 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.

ATTENTION FLORIDA APPLICANTS: 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.

ATTENTION HAWAII APPLICANTS: FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

ATTENTION KANSAS APPLICANTS: INSURANCE FRAUD IS A CRIMINAL OFFENSE IN KANSAS. A " FRAUDULENT INSURANCE ACT " MEANS AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL, OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

ATTENTION KENTUCKY, OHIO AND PENNSYLVANIA APPLICANTS: 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.

ATTENTION LOUISIANA, MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: 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.

ATTENTION NEW MEXICO APPLICANTS: 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.

ATTENTION NEW HAMPSHIRE AND NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION TO THE BEST OF HER/HIS KNOWLEDGE ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

ATTENTION OKLAHOMA APPLICANTS: 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.

ATTENTION OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.

ATTENTION VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.¹

ATTENTION NEW YORK APPLICANTS: 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.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES AND ACKNOWLEDGES THAT:

- THE POLICY CONTAINS A DEFENSE WITHIN LIMITS PROVISION WHICH MEANS THAT DEFENSE COSTS WILL REDUCE THE LIMIT OF LIABILITY AND MAY EXHAUST IT COMPLETELY AND SHOULD THAT OCCUR, THE INSURED SHALL BE LIABLE FOR ANY FURTHER LOSS, INCLUDING DEFENSE COSTS. IN ADDITION, DEFENSE COSTS ARE APPLIED AGAINST THE RETENTION.
- THE STATEMENTS SET FORTH HEREIN ARE TRUE AND COMPLETE¹. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, THE UNDERSIGNED WILL, IN ORDER FOR THE INFORMATION TO BE TRUE AND COMPLETE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS, AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE². THE "EFFECTIVE DATE" IS THE DATE THE COVERAGE IS BOUND OR THE FIRST DAY OF THE POLICY PERIOD, WHICHEVER IS LATER. SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND IT WILL BE DEEMED ATTACHED TO AND BECOME A PART OF THE POLICY³. ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

1- In New Hampshire the truth and completeness shall be to the best of her/his knowledge.

2- In Maine this sentence ends at the word "quotations."

3- The application shall actually attach in the following states: North Carolina

THIS APPLICATION MUST BE SIGNED BY THE APPLICANT'S CHIEF EXECUTIVE OFFICER, CHIEF FINANCIAL OFFICER, PRESIDENT OR BOARD CHAIRMAN.

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Additionally required of applicants in Florida, Iowa & New Hampshire

Name of Agent _____
(Required: Florida, Iowa & New Hampshire only)

Agent License #: _____
(Required: Florida only)

Print Name: _____

Name of Agency: _____

Address: _____

Date: _____

Agent Signature: _____
(Required: Florida & New Hampshire only)

PLEASE SUBMIT THIS PROPOSAL AND APPROPRIATE MATERIALS TO:

<Enter the address and phone number of the local The Hartford office.>

ENDORSEMENT NO:

**This endorsement, effective 12:01 am,
of policy number**

forms part

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**SOCIAL SERVICE AMENDATORY ENDORSEMENT
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

(INSERT PRODUCT NAME)

NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART, Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended by the addition of the following:

- in connection with any **Claim** based upon, arising from, or in any way related to any actual or alleged negligence in hiring, employment, investigation, supervision, retention, reporting or failure to report, that results, directly or indirectly, in any bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person, or damage to or destruction of any tangible property, including loss of use or diminution of value thereof.
- in connection with any **Claim** based upon, arising from, or in any way related to the actual or alleged provision or failure to provide any medical, health, or professional service to any customer, client or individual, including but not limited to medical, psychiatric, psychological, or counseling services, religious or spiritual guidance, adoption or foster placement services, education, guardianship, debt counseling, legal or dental services.
- in connection with any **Claim** based upon, arising from, or in any way related to any audit, investigation, inquiry, proceeding, demand or lawsuit which is brought by, on behalf of or regarding Medicare, Medicaid or any similar state or federal program; provided, however, that the foregoing will not apply to any **Defense Costs** incurred related to such a **Claim**, subject to a Sub-Limit of Liability for **Defense Costs** of \$100,000. Such sub-limit:
 - (a)** is a part of and not an addition to the Limit of Liability applicable to this **Liability Coverage Part** which is set forth in the Declarations; and
 - (b)** applies even if either Defense Outside the Limits option is elected on the Declarations.

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**TRADE AND PROFESSIONAL ASSOCIATION AMENDATORY ENDORSEMENT
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

(INSERT PRODUCT NAME)

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

- I. Section **II. DEFINITIONS**, the definition of "**Wrongful Act**", is amended by the addition of the following:
 - the sponsorship or endorsement of a member benefit program or any actual or alleged violation of the Sherman Act, the Clayton Act or any similar federal or state statute, committed by an **Insured Person** in their capacity as such, or in their **Outside Capacity**, or, with regard to Insuring Agreement (C), an **Insured Entity**;
- II. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended by the addition of the following:
 - in connection with any **Claim** based upon, arising from, or in any way related to the sale or administration by any **Insured** of any insurance product, policy, trust, or program.

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

**This endorsement, effective 12:01 am,
of policy number**

forms part

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**MUSEUM ENDORSEMENT
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

(INSERT PRODUCT NAME)

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

I. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (A)**, is deleted and replaced by the following:

(A) for bodily injury, sickness, disease, emotional distress, mental anguish or death of any person.

II. Section **IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended by the addition of the following:

- in connection with a **Claim** based upon, arising from or in any way related to any damage to or destruction of any tangible property, including loss of use thereof.
- in connection with any **Claim** based upon, attributable to or arising from any actual or alleged:
 - (1)** conversion;
 - (2)** challenge to ownership or title;
 - (3)** provenance; or
 - (4)** spoliation;

provided, however, that the foregoing will not apply to any **Defense Costs** incurred related to such a **Claim**, subject to a Sub-Limit of Liability for **Defense Costs** of \$100,000. Such sub-limit:

- (a)** is a part of and not an addition to the Limit of Liability applicable to this **Liability Coverage Part** which is set forth in the Declarations; and
- (b)** applies even if either Defense Outside the Limits option is elected on the Declarations.

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**STANDARD SETTING SUB-LIMIT ENDORSEMENT
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

(INSERT PRODUCT NAME)

NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART, Section IV. **EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended by the addition of the following:

- in connection with any **Claim** based upon, arising from or in any way related to any actual or alleged standard setting or enforcement, peer review, certification, accreditation or product testing or any similar activities; provided, however, that the foregoing will not apply to any **Defense Costs** incurred related to such a **Claim**, subject to an Aggregate Sub-Limit of Liability for **Defense Costs** of \$1,000,000. Such sub-limit:
 - (a) shall be an aggregate sub-limit of liability for all such **Defense Costs**, regardless of the number of **Claims**
 - (b) is a part of and not an addition to the Limit of Liability applicable to this **Liability Coverage Part** which is set forth in the Declarations; and
 - (c) applies even if either Defense Outside the Limits option is elected on the Declarations.

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**AMEND INSURED VS INSURED EXCLUSION ENDORSEMENT
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

(INSERT PRODUCT NAME)

NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART, Section IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, (G), is deleted and replaced by:

(G) in connection with any Claim brought by, or on behalf of, any Insured against any other Insured;

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**PUBLISHERS & ADVERTISERS LIABILITY EXCLUSION ENDORSEMENT
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

(INSERT PRODUCT NAME)

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

- I. Section **II, DEFINITIONS**, the definition of "**Wrongful Act**", is amended by deleting subsection (3).
- II. Section **IV, EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended by the addition of the following:
 - for any actual or alleged **Publishers and Advertisers Injury**;

All other terms and conditions remain unchanged.

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**AMEND PERSONAL INJURY EXCLUSION ENDORSEMENT
(NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART)**

This endorsement modifies insurance provided under the following:

(INSERT PRODUCT NAME)

The **NON PROFIT DIRECTORS, OFFICERS AND ENTITY LIABILITY COVERAGE PART** is amended in the following manner:

- I. Section **II, DEFINITIONS**, the definition of "**Wrongful Act**", is amended by deleting subsection (4).
- II. Section **IV, EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended by the addition of the following:
 - for any actual or alleged **Personal Injury**;

All other terms and conditions remain unchanged.

State: District of Columbia
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0022 Other
Product Name: PRIVATE CHOICE PREMIER PRODUCT
Project Name/Number: PRIVATE CHOICE PREMIER PRODUCT/FN.13HS.717.2016.02

First Filing Company: Twin City Fire Insurance Company, ...

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	FORMS LIST
Comments:	
Attachment(s):	DC Non Profit Forms List-2016.02.pdf
Item Status:	
Status Date:	

Satisfied - Item:	TRACK CHANGE
Comments:	
Attachment(s):	PP00H61301-track changes.pdf
Item Status:	
Status Date:	

SERFF Tracking #:

HART-130813953

State Tracking #:

Company Tracking #:

FN.13HS.717.2016.02

State:

District of Columbia

First Filing Company:

Twin City Fire Insurance Company, ...

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0022 Other

Product Name:

PRIVATE CHOICE PREMIER PRODUCT

Project Name/Number:

PRIVATE CHOICE PREMIER PRODUCT/FN.13HS.717.2016.02

**Private Choice Premier
FORMS LIST
DISTRICT OF COLUMBIA**

Form No.	Title	Description	Mandatory (M), or Optional (O)	Restricts, Broadens or Clarifies
PP 00 H431 00 1016	Amended Third Party Coverage Endorsement (Employment Practices Liability Coverage Part)	Amended Third Party Coverage Endorsement	O**	R
PP 00 H613 01 1016	Amend Definition Of Other Property Endorsement (Crime Coverage Part)	This form was revised to correct a grammatical error. It will replace the version currently on file/under review with filing no. FN.13HS.717.2016.01.	O	C
PP 00 H900 00 1016	Non Profit D&O Coverage Part	Non Profit D&O Coverage Part	O	B/R/C
PP 00 H901 00 1016	Non Profit Application	Non Profit Application	O	N/A
PP 00 H902 00 1016	Non Profit D&O Declarations	Non Profit D&O Declarations	O**	C
PP 00 H903 00 1016	Non Profit D&O Common Terms and Conditions	Non Profit D&O Common Terms and Conditions	O	B/R/C
PP 00 H910 00 1016	Non Profit Organization Application HFP Pronto SM Application	Non Profit Organization Application HFP Pronto SM Application		
PP 00 H921 00 1016	Social Service Amendatory Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	Social Service Amendatory Endorsement	O**	B/R
PP 00 H922 00 1016	Trade and Professional Association Amendatory Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	Trade and Professional Association Amendatory Endorsement	O**	B/R
PP 00 H923 00 1016	Museum Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	Museum Endorsement	O	
PP 00 H924 00 1016	Standard Setting Sub-Limit Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	Standard Setting Sub-Limit Endorsement	O	R
PP 00 H925 00 1016	Amend Insured VS Insured Exclusion Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	Amend Insured VS Insured Exclusion Endorsement	O	R
PP 00 H927 00 1016	Publishers & Advertisers Liability Exclusion Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	Publishers & Advertisers Liability Exclusion Endorsement	O	R
PP 00 H928 00 1016	Amend Personal Injury Exclusion Endorsement (Non Profit Directors, Officers and Entity Liability Coverage Part)	Amend Personal Injury Exclusion Endorsement	O	R
*Mandatory only if Non Profit coverage is elected.				
** Mandatory for specific class				

ENDORSEMENT NO:

This endorsement, effective 12:01 am,

forms part

of policy number:

issued to:

by:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND DEFINITION OF OTHER PROPERTY ENDORSEMENT
(CRIME COVERAGE PART)**

This endorsement modifies insurance provided under:

(INSERT NAME OF PRODUCT)

The **CRIME COVERAGE PART** is amended as follows:

I. Section IV. **DEFINITIONS**, the definition of “**Other Property**” is amended to include the following:

Other Property also does not include any **Narcotic Drug**, any prescription drug containing **Depressant or Stimulant Substance** or any other similarly **Controlled Substance**.

II. Section IV. **DEFINITIONS**, ~~the definition of “Other Property”~~ is amended to include the following:

Narcotic Drug means any of the substances indicated in subsections (A), (B), (C), (D), (E) and (F) of Title 21, Section 802 (17), United States Code, whether produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis.

Depressant or Stimulant Substance means any of the substances indicated in subsection (A), (B), (C) and (D) of Title 21, Section 802 (9), United States Code.

Controlled Substance means a drug or other substance or **Immediate Precursor** indicated in schedule I, II, III, IV or V of Title 21, Section 812, United States Code.

Immediate Precursor means a substance indicated in subsection (A), (B) and (C) of Title 21, Section 802 (23), United States Code.

All other terms and conditions remain unchanged.