



July 12, 2021

**Insurance Policy
Enclosed**

Jonathan Fowler
Michigan State Bar Foundation
306 Townsend Street
Lansing, MI 48933

Subject: Directors & Officers Insurance
Policy Number: NFP0125670-04
Insurance Carrier: Arch Insurance Group
Policy Period: 07/03/2021 to 07/03/2022

Dear Jonathan:

Your new insurance policy is enclosed. We have also enclosed our invoice.

This policy qualifies for automatic renewal because no claims or material changes to this risk have been reported during the expiring policy period. If there have been any claims or material changes to the insurable risk during the past year this renewal offer is void ab initio and you must contact our office to review available renewal terms.

The renewal policy enclosed may contain an increase in premium as well as other changes in terms and conditions. The premium is indicated on the renewal policy declarations page. This will serve as your only notice of any such changes.

Please remit payment in full, including a \$35 policy administrative charge, no later than the date provided on the invoice. Untimely payment may result in cancellation pursuant to the terms and conditions of the policy.

Please review and verify the information included. If any changes need to be made, please contact us prior to the inception of the Policy Period.

If you have any questions, or would like additional information, please feel free to call us at 800-432-7465 Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time. You may also contact us at info@affinitynonprofits.com.

Thank you for your business. We look forward to serving you.

Sincerely,

Jason Tharpe
Vice President

The individual servicing this account will be:
Kelsey Andrews
Phone Number: (202) 659-7147
Email: kelsey.andrews@affinitynonprofits.com

Enclosures

kandrews T56

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

TERRORISM COVERAGE DISCLOSURE NOTICE

TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the subsequent Terrorism Risk Insurance Program Reauthorization Acts (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 80% in years 2020 through 2027 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2020 and each Calendar Year thereafter through 2027.**

DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$0
(This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

REJECTION STATEMENT

| |
|---|
| I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy. |
|---|

Policyholder/Legal Representative/Applicant's
Signature

Michigan State Bar Foundation
Named Insured

Print Name of Policyholder/Legal
Representative/Applicant

Arch Insurance Company (AIC)
Insurance Company

Date:

Policy Number: NFP0125670-04



Arch Insurance Group is pleased to offer a comprehensive risk management service to help manage your workforce proactively and reduce your exposure to employment claims. Arch Insurance Group has developed this program in conjunction with Littler Mendelson, P.C. Littler is the largest employment and labor law firm in the world with more than 1,500 attorneys in over 75 offices. This comprehensive program includes:

Online Resources via Littler Edge® Website

Littler Edge is an online tool designed to help you with your employment and labor law compliance efforts. The site provides access to the best of Littler's collective knowledge and experience, all in one location at:

www.ArchEmploymentSolutions.com

To register, select 'Request an Account' and follow instructions. Please have your Policy Number and Effective Date available.

The site includes:

- Key workplace legal developments, news, and updates;
- A comprehensive database of HR Policies, including template documents and checklists on hiring, performance management, anti-discrimination, sexual harassment, overtime, employee handbooks and other topics;
- A full catalog of federal and state legal forms and guides;
- In-depth coverage of the most pressing compliance issues facing employers today;
- Littler GPS 50-state surveys; and
- Fastcase legal research service – the leading next-generation legal research website.

While on the website, you may also learn about and register for upcoming Littler webinars, podcasts, training programs and in-person seminars.

Hotline Services Provided by Littler

Littler provides a confidential call-in "Hotline" for Arch Insurance Group insureds to ask questions about workplace concerns and to obtain guidance from an experienced employment attorney at the nation's largest employment law firm. To access the hotline, dial the toll-free number at 1-833-437-5216 and provide the name of your company, the Arch policy number and your contact information. An attorney at Littler will promptly call to assist you regarding HR or employment law questions, such as handling a termination, discipline or harassment issue.



BINDABLE QUOTE

for a Cyber Liability Insurance Policy

Cyber attacks and their associated costs are on the rise, and nonprofits are increasingly the target. Compromised personal data, system outages and ransom demands can cripple an organization's ability to function. Affinity Nonprofits and Arch Insurance Company have partnered to bring you a Cyber Insurance Policy, NetsSafe, to address the new exposures that spawn from an increasingly technology dependent society. Two levels of protection are available with premiums starting as low as \$335. As a Directors and Officers Insurance policyholder you know how important it is to protect your organization's assets. We encourage you to consider this additional protection.

BASIC FORM: Network Security and Privacy Liability plus Data Incident Response

Arch has partnered with some of the world's most well-regarded experts in the field of cyber security to provide risk management and breach response services. In the event of a covered claim, coverage includes expert legal counsel, computer forensic investigatory services, notification and credit monitoring costs, identity theft call center services, and the costs to restore or recreate electronic data that was damaged or destroyed.

ENHANCED FORM: also Includes Cyber Business Interruption & Cyber Extortion

An enhanced Form is also available for an extra cost. This form provides two coverages not provided in the basic form: Business interruption and Extortion. Business interruption coverage pays for the reasonable costs that would not have been incurred but for the breach, plus net income incurred after the breach that could have been earned or net loss that could have been avoided. The Extortion coverage pays the extortion/ransom payment to terminate or end a potential cyber security or privacy threat along with investigation services to determine the cause of the threat.

How to Bind a Cyber Insurance Policy for Your Nonprofit – No application needed!

Choose Either the "Basic Form" or "Enhanced Form" – Then in applicable chart below: Select Your Desired Limit, write-in the desired premium below, sign & return the form to: DNOCUSTOMERSERVICE@AFFINITYNONPROFITS.COM to receive your new Cyber policy & invoice.

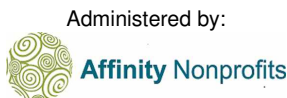
Quotation provided for: Michigan State Bar Foundation

| Annual Policy Limit | Deductible (Each Claim) | | Basic Form Premium | Enhanced Form Premium |
|--|-------------------------|--|--------------------|-----------------------|
| \$50,000 | \$1,000 | | \$335 | \$537 |
| \$100,000 | \$1,000 | | \$380 | \$608 |
| \$250,000 | \$2,500 | | \$460 | \$736 |
| \$500,000 | \$5,000 | | \$615 | \$984 |
| \$1,000,000 | \$10,000 | | \$850 | \$1,360 |
| Write in the Premium applicable to the Annual Policy Limit and Form you wish to Bind: | | | \$ _____ | |

Coverage effective date will equal the D&O Insurance Policy effective date of 07/03/2021. Please contact us if you desire a different effective date. Payment is due within 30 days of binding.

With my signature below, I confirm the order of the Cyber policy at the limit above for Michigan State Bar Foundation. Please send me the policy and invoice.

Contact Name: _____ Contact Signature: _____ Date: _____



THIS DOCUMENT PROVIDES SUMMARY INFORMATION ONLY. INSURANCE COVERAGE IS SUBJECT TO SPECIFIC TERMS, LIMITATIONS AND EXCLUSIONS, AND MAY NOT BE AVAILABLE IN ALL STATES.

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Directors' and Officers' (D&O) Liability Insurance Program

Provided Exclusively by Affinity Nonprofits and Arch Insurance Company

Endorsed by the Council on Foundations (COF)

Cyber Liability Coverage Extension: Reimburses expenses resulting from network security breaches. Includes up to \$100,000 for notification and monitoring costs, as well as public relations firm to aid in image restoration.

Duty-to-Defend Coverage: Arch will assign experienced defense counsel for covered claims, even if allegations are groundless, false, or fraudulent.

Broad Definition of Insured: Includes the Foundation and any director, officer, trustee, committee member, employee or volunteer. Employee definition includes part-time, seasonal, temporary, and leased employees.

Employment Practices Liability Coverage: Protects against employee related allegations of discrimination, wrongful termination and sexual harassment, as well as failure to hire or promote.

Third Party Coverage: Protects against third party allegations of discrimination and sexual harassment.

Expanded Claim Trigger: Broadened wording to include Insureds once identified in a Wells Notice, subpoena or target letter as a target against whom a formal proceeding may be commenced.

Defense Costs Outside the Limit of Liability Options: Amount of limits varies by insured. Uncapped defense costs may be available. Helps to preserve policy limit for indemnity payments.

Personal Injury & Publishers Liability Coverage: Protects against allegations of libel, slander and copyright or trademark infringement. Broadened wording includes coverage for electronic media.

Fair Labor Standards Act (FLSA) Sublimit: Provides a defense cost sublimit for Wage and Hour claims. Insureds outside of California, with under 15 employees, are eligible for limits as high as \$500,000.

First Party Coverage Enhancements: See our separate highlight sheet on the Arch Strength Endorsement to learn more about over a dozen additional first party coverage features.

10% Premium Credit: We are pleased to offer both COF members and Regional Association of Grantmakers members a 10% premium credit for directors' and officers' liability insurance.

IRS Fines and Penalties Coverage: Defense costs coverage provided for alleged violations of IRS tax code provisions. This feature protects the Foundation against allegations of self-dealing, jeopardizing investments and taxable expenditures.

Breach of Contract Coverage (Defense Costs): Provides defense for allegations of non-employment related breach of contract.

Free Fiduciary Liability Coverage Sublimit: Provides a \$250,000 sublimit defense AND settlement for allegations of mismanagement of employee benefit plans. This includes \$100,000 in Settlement Program Coverage and \$25,000 in HIPAA.

Fundraising Fraud Coverage: Provides a \$250,000 sublimit for public relations and related costs should the Foundation learn that a third party has improperly used the Foundation's name to solicit funds.

Excess Benefit Transaction Excise Tax: Provides coverage for defense costs as well as up to \$250,000 in penalties pertaining to IRS section 4958, 4941(a)(2), 4965(a)(2), 4966(a)(2) and 4967(a)(2), for both Public and Private Foundations.

Fiscal Sponsor Activities Coverage: Provides protection for the Foundation and its employees acting in a fiscal sponsorship capacity for other nonprofits.

Optional Coverage Parts:

- Fiduciary Liability – Protects against allegations of mismanagement of employee benefit plans.
- Crime Coverage – Reimburses loss caused by theft, robbery, forgery or alteration, computer fraud, and currency fraud.
- Kidnap & Ransom – Reimburses loss caused by kidnapping and extortion type incidents, including ransom payments, defense costs for negligent mishandling of incidents, and response costs to incidents (i.e., security consultant, public relations, negotiator, etc.)

Arch Insurance Company is rated A+ (Superior), XV (\$2 billion or more in capital and surplus and conditional reserves) by A.M. Best Co.

Contact us or have your agent call **1.800.432.7465** or email us at **info@affinitynonprofits.com**

Endorsed by:



Underwritten by:



Administered by:



2001 K Street, NW, Suite 625 North • Washington, DC 20006 • www.affinitynonprofits.com • 800.432.7465 • info@affinitynonprofits.com

Insurance coverage is underwritten by one or more member companies of Arch Insurance Group in North America, which consists of (1) Arch Insurance Company (a Missouri corporation, NAIC # 11150) with admitted assets of \$3.74 billion, total liabilities of \$2.87 billion and surplus to policyholders of \$875.38 million, (2) Arch Specialty Insurance Company (a Missouri corporation, NAIC #21199) with admitted assets of \$512.72 million, total liabilities of \$215.26 million and surplus to policyholders of \$297.45 million, (3) Arch Excess & Surplus Insurance Company (a Missouri corporation, NAIC # 10946) with admitted assets of \$66.25 million, total liabilities of \$612,846 and surplus to policyholders of \$65.64 million and (4) Arch Indemnity Insurance Company (a Missouri corporation, NAIC# 30830) with admitted assets of \$76.19 million, total liabilities of \$48.43 million and surplus to policyholders of \$27.76 million. All figures are as shown in each entity's respective Quarterly Statement for the quarter ended September 30, 2016. Executive offices are located at One Liberty Plaza, New York, NY 10006. Not all insurance coverages or products are available in all jurisdictions. Coverage is subject to actual policy language. This information is intended for use by licensed insurance producers. The information contained in this document is for general information only. It is intended to provide a general overview of the services and products offered. Only the relevant policy can provide the actual terms, coverages, amounts, conditions and exclusions. All coverages are not available in all states. This document is not intended to be advertising or solicitation in states where the local regulations prohibit such usage.

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Arch Strength Endorsement

Directors' & Officers' Liability Insurance

Affinity Nonprofits has been providing insurance to the nonprofit community for over 35 years. Together with Arch Insurance Company, rated A+ (Superior) by A.M. Best Company, we are dedicated to providing comprehensive, affordable solutions to the nonprofit organizations that are the cornerstone of our communities.

In keeping with that mission, we are excited to introduce the Arch Strength Endorsement to our Directors' & Officers' Liability Insurance policy crafted for nonprofit organizations. The first party coverage items available under the Strength Endorsement combine with the broad coverage available under the Arch D&O to form one of the most robust policy offerings available in the market today.

| ➤ Arch Strength Endorsement | ➤ Limit | ➤ Description |
|--------------------------------|---|---|
| Business Travel Accident | \$50,000 | Reimbursement of travel accident costs if the insured person suffers injury while traveling on insured business. |
| Conference Cancellation | \$25,000 | Reimbursement of business related expenses when an employee is scheduled to attend a conference that is cancelled due to a natural catastrophe or communicable disease outbreak. |
| Destroyed Records | \$25,000 | Reimbursement of expenses required to reconstruct paper or electronic business records which are lost during a natural catastrophe or terrorism related event. |
| Death Benefit | \$50,000 | Payment to the insured for terrorism related death of an executive. |
| Donation Failure | \$50,000 | Reimbursement for any donation pledged by and not received due to bankruptcy, unemployment or incapacitation of the donor which prevents them from honoring the pledge. |
| Emergency Real Estate Fees | \$50,000 | Reimbursement for real estate consulting fees resulting from the relocation of the insured's office due to the unforeseeable destruction of the office. |
| Immigration | \$25,000 | Reimbursement of civil fines or penalties incurred for non-willful violations of the U.S. Immigration and Nationality Act. |
| Fundraising Event Power Outage | \$25,000 | Reimbursement of costs incurred when a fundraising event is cancelled due to a power outage. |
| Identity Theft | \$50,000 | Reimbursement of notarization costs and loan application fees required by financial institutions, as well as mailing costs to law enforcement or credit agencies, due to an act of identity theft. |
| Executive Replacement | \$50,000 | Reimbursement of costs associated with finding a replacement if an executive suffers an accidental injury that results in their death. |
| Kidnapping | \$50,000 | Reimbursement of response costs if an executive, their spouse, domestic partner, parent or child is kidnapped. |
| Repatriation | \$10,000 per employee / \$50,000 aggregate | Reimbursement of travel expenses, lodging and compensation of an employee from a country they reside in to the nearest place of safety or to a country in which the insured person is a legal resident. |
| Temporary Meeting Space | \$25,000 | Reimbursement for the costs of renting meeting space due to the temporary unavailability of the insured's office due to terrorism, natural catastrophe, or failure of a climate control system. |
| Terrorism Travel | \$50,000 | Reimbursement of an executive's hotel and travel costs if stranded due to a terrorism related event. |
| Trip Cancellation | \$2,500 | Reimbursement of meals, lodging and alternate transportation costs resulting from the cancellation of a regularly scheduled business trip. |

Call us or have your agent call **1.800.432.7465** or email us at info@affinitynonprofits.com

Underwritten by:



Administered by:



Affinity Nonprofits • 2001 K Street, NW, Suite 625 North • Washington, DC 20006 • www.affinitynonprofits.com

The information contained in this document is for general information only. It is intended to provide a general overview of the services and products offered. Only the relevant policy can provide the actual terms, coverages, amounts, conditions and exclusions. All coverages are not available in all states. This document is not intended to be advertising or solicitation in states where the local regulations prohibit such usage.

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkeley Insurance Agency and in NY, AIS Affinity Insurance Agency.



Insurance Group®
ARCH INSURANCE COMPANY
 (A Missouri Corporation)

Home Office Address:
 3100 Broadway, Suite 511
 Kansas City, MO 64111

Administrative Address:
 One Liberty Plaza, 53rd Floor
 New York, NY 10006
 Tel: (800) 817-3252

ARCH CANOPY POLICY FOR NONPROFIT ORGANIZATIONSSM

NOTICE: THE LIABILITY COVERAGE PARTS OF THIS POLICY PROVIDE CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD. EACH APPLICABLE LIMIT OF LIABILITY SHALL BE REDUCED, AND MAY BE EXHAUSTED, BY DEFENSE COSTS PAYMENTS. IF ANY LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL HAVE NO FURTHER LIABILITY FOR THE COVERAGE TO WHICH SUCH LIMIT APPLIES, INCLUDING LIABILITY FOR DEFENSE COSTS. ALL LOSS PAYMENTS, INCLUDING DEFENSE COSTS PAYMENTS, SHALL APPLY TO THE DEDUCTIBLE.

NOTICE: A DEFINITION OF CLAIM IS OUTLINED IN EACH COVERAGE PART AND IS CRITICAL TO COVERAGE AFFORDED. PLEASE READ THIS POLICY CAREFULLY.

DECLARATIONS

Policy No.: NFP0125670-04

Item 1. Named Organization & Address:

Michigan State Bar Foundation
 306 Townsend Street
 Lansing, MI 48933

Item 2. Policy Period:

From: 07/03/2021
 To: 07/03/2022
 12:01 a.m. local time at the address stated in Item 1

Item 3. Policy Premium:

Taxes, Surcharges and other Assessments, if applicable

\$5,125.00

Premium Attributable to Terrorism Risk Insurance:

\$0

Included in Policy Premium

In Addition to Policy Premium

Item 4. Extended Reporting Period (Liability Coverage Parts only):

Additional Period: 1 year
 Additional Premium: 50% of annual premium

Item 5. Notices to Insurer:

Claims or Potential Claims:

Arch Insurance Company
 Executive Assurance Claims
 10909 Mill Valley Road, Suite 210
 P.O. Box 542033
 Omaha, NE 68154
 Phone: 877 688-ARCH (2724)
 Fax: 866 266-3630
 E-mail: Claims@ArchInsurance.com

All Other Notices:

Affinity Nonprofits
 Program Administrator
 2001 K Street, NW, Suite 625 North
 Washington, DC 20006
 Phone: 800-432-7465
 Fax: 800-701-1982
 Email: info@affinitynonprofits.com

Item 6. Coverage Elections:

Only those Coverage Parts, Insuring Agreements, and Options designated with an X are included under this policy.

| | | |
|-------------------------------------|---|-----------------------|
| <input type="checkbox"/> | Liability Coverage Parts Aggregate Limit of Liability Option: | N/A - Separate Limits |
| <input checked="" type="checkbox"/> | Defense Costs Outside the Aggregate Limit of Liability Option: | Unlimited |

| <input checked="" type="checkbox"/> Nonprofit Organization Liability Coverage Part: | | | |
|--|------------------------------|------------------------------|--|
| Limit of Liability: \$3,000,000 | | | |
| Insuring Agreement | Sublimit of Liability | Deductible Each Claim | Pending and Prior Litigation Date |
| A. Insured Person Liability | \$3,000,000 | None | 07/03/2002 |
| B. Organization Reimbursement | \$3,000,000 | \$2,500 | 07/03/2002 |
| C. Organization Liability | \$3,000,000 | \$2,500 | 07/03/2002 |
| D. Derivative Demands | \$250,000 | None | 07/03/2002 |
| E. Crisis Management Costs for a Network Security Breach or Privacy Violation | \$250,000 | None | 07/03/2002 |

| Extension | Sublimit of Liability |
|--|------------------------------|
| Excess Benefit Transaction Excise Tax | \$250,000 |
| <input checked="" type="checkbox"/> Defense Costs Outside the Limit of Liability Option | Unlimited |

| <input checked="" type="checkbox"/> Employment Practices Liability Coverage Part: | | | |
|--|------------------------------|------------------------------|--|
| Limit of Liability: \$3,000,000 | | | |
| Insuring Agreement | Sublimit of Liability | Deductible Each Claim | Pending and Prior Litigation Date |
| A. Employment Practices Liability | \$3,000,000 | \$2,500 | 07/03/2002 |
| B. Third Party Liability | \$3,000,000 | \$2,500 | 07/03/2002 |
| <input checked="" type="checkbox"/> Defense Costs Outside the Limit of Liability Option | | Unlimited | |

| <input checked="" type="checkbox"/> Fiduciary Liability Coverage Part: | | |
|---|------------------------------|--|
| Limit of Liability | Deductible Each Claim | Pending and Prior Litigation Date |
| \$250,000 | \$0 | 07/03/2002 |
| <input type="checkbox"/> Defense Costs Outside the Limit of Liability Option | | |

| <input checked="" type="checkbox"/> Crime Coverage Part: | | | |
|---|---------------------------|-------------------|--|
| Insuring Agreement | Limit of Liability | Deductible | Options |
| <input checked="" type="checkbox"/> A. Employee Theft | \$1,000,000 | \$5,000 | <input type="checkbox"/> Loss Sustained or <input checked="" type="checkbox"/> Loss Discovered (If neither box above is designated with an X, this Policy shall be issued on a Loss Sustained basis) |
| <input type="checkbox"/> B. Customer Property | | | |
| <input type="checkbox"/> C. Inside the Premises | | | |
| <input type="checkbox"/> D. Outside the Premises | | | |
| <input type="checkbox"/> E. Forgery or Alteration | | | |
| <input checked="" type="checkbox"/> F. Computer Fraud or Fraudulent Transfer Instructions | \$500,000 | \$2,500 | <input type="checkbox"/> Investigation Costs Coverage – Sublimit of Liability: |
| <input checked="" type="checkbox"/> G. Currency Fraud | \$50,000 | \$0 | |

| <input type="checkbox"/> Kidnap, Ransom & Extortion Coverage Part: | | | |
|---|--------------------|------------|--|
| Insuring Agreement | Limit of Liability | Deductible | Options |
| <input type="checkbox"/> A. Kidnap, Ransom & Extortion | | | <input type="checkbox"/> F. Repatriation Costs Coverage – Limit of Liability: Deductible: <input type="checkbox"/> G. Recall Costs Coverage – Limit of Liability: Deductible: |
| <input type="checkbox"/> B. Custody | | | |
| <input type="checkbox"/> C. Claims Costs | | | |
| <input type="checkbox"/> D. Response Costs 1. R&R Sublimit | | | |
| <input type="checkbox"/> E. Personal Injury Benefits 1. Death: 2. Mutilation: 3. Other Injury: | | | |

Security Consultant: Control Risks Group
United States: 1-800-831-1985
Global: +44 20 7939 8900

Item 7. Endorsements: See attached schedule of endorsements and notices.



Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

Handwritten signature of John Mentz in black ink.

John Mentz
President

Handwritten signature of Patrick K. Nails in black ink.

Patrick K. Nails
Secretary

SCHEDULE OF FORMS AND ENDORSEMENTS

INSURED: Michigan State Bar Foundation
POLICY NUMBER: NFP0125670-04

TERM: 07/03/21 to 07/03/22

| <u>ENDT NO.</u> | <u>FORM NO.</u> | <u>TITLE</u> |
|-----------------|---------------------|--|
| | 05 ML0002 00 12 14 | Arch Signature Page |
| | 00 PCD0306 00 07 10 | General Provisions |
| | 00 PCD0305 00 07 10 | Nonprofit Organization Liability Coverage Part |
| | 00 PCD0074 00 04 07 | Employment Practices Liability Coverage Part |
| | 00 PCD0075 00 04 07 | Fiduciary Liability Coverage Part |
| | 00 PCD0076 00 04 07 | Crime Coverage Part |
| 1 | 00 PCD0501 00 10 16 | Workplace Violence Coverage |
| 2 | 00 PCD0489 00 03 16 | Arch Strength Endorsement |
| 3 | 00 PCD0502 00 10 16 | Amend Definitions of Executive (Is, Was, or Shall Be) and Insured Person (Insured Capacity Duration) |
| 4 | 00 PCD0511 00 09 17 | Foundation Endorsement |
| 5 | 00 PCD0545 00 11 17 | Outside Organization Exclusion - With Whom Insured Persons Serve in an Outside Capacity |
| 6 | 00 ME5621 00 02 20 | Insured Organization versus Insured Exclusion |
| 7 | 00 PCD0323 00 11 10 | Immigration Investigation - Defense Costs Sublimit |
| 8 | 00 PCD0486 00 12 18 | NFP Wage and Hour Exclusion - Defense Costs Sublimit |
| 9 | 00 PCD0514 00 11 16 | Amend Definition of Third Party |
| 10 | 00 ME5638 00 02 20 | Nonprofit Arch Canopy Premier |
| 11 | 00 PCD0573 00 02 20 | Late Notice of EEOC Charge |
| 12 | 00 PCD0473 00 08 13 | Amend Definitions of Data and Loss |
| 13 | 00 PCD0482 00 11 14 | Payment Instruction Fraud Coverage |
| 14 | 00 PCD0499 00 09 16 | Amend Definition of Money - Virtual Currency |
| 15 | 00 PCD0264 00 04 10 | Amend Extended Reporting Period - 60 Days |
| 16 | 00 PCD0458 00 01 13 | Amend Post Policy Reporting - 90 Days |
| 17 | 00 PCD0485 23 03 16 | Michigan Amendatory Endorsement |

GENERAL PROVISIONS FOR NONPROFIT ORGANIZATIONS

TABLE OF CONTENTS

- 1. APPLICABILITY OF GENERAL PROVISIONS**
- 2. DEFINITIONS**
- 3. COVERAGE TERRITORY**
- 4. SPOUSAL, DOMESTIC PARTNER, ESTATE AND LEGAL REPRESENTATIVE COVERAGE**
- 5. EXTENDED REPORTING PERIOD**
- 6. LIMIT OF LIABILITY**
- 7. DEDUCTIBLE**
- 8. DEFENSE OF CLAIMS**
- 9. CLAIM AND POTENTIAL CLAIM NOTICES**
- 10. INTERRELATED CLAIMS**
- 11. ALLOCATION**
- 12. SUBROGATION**
- 13. OTHER INSURANCE**
- 14. CORPORATE TRANSACTIONS**
- 15. APPLICATION & SEVERABILITY**
- 16. SUITS AGAINST THE INSURER**
- 17. ENTIRE AGREEMENT**
- 18. CHANGES**
- 19. ASSIGNMENT**
- 20. NAMED ORGANIZATION'S AUTHORITY**
- 21. CANCELLATION**
- 22. BANKRUPTCY**
- 23. NOTICES**
- 24. TITLES**
- 25. REFERENCES TO LAWS**
- 26. COVERAGE PART COORDINATION**

In consideration of the payment of the premium and in reliance upon the **Application**, the Insurer specified in the Declarations (the “**Insurer**”) and the **Insureds** agree as follows:

GENERAL PROVISIONS

1. APPLICABILITY OF GENERAL PROVISIONS

- A. Except as specifically provided herein, the General Provisions apply to all Coverage Parts.
- B. Except as specifically provided therein, the provisions of each Coverage Part apply to such Coverage Part only.
- C. If there is a conflict between the General Provisions and any Coverage Part, the provisions of the Coverage Part shall control.

2. DEFINITIONS

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

- A. “**Application**” means the application for this Policy, including any information and materials submitted therewith or incorporated therein. “**Application**” also means any application, including any information and materials submitted therewith or incorporated therein, for any insurance policy in an uninterrupted series of policies issued by the **Insurer**, or any insurance company controlling, controlled by or under common control with the **Insurer**, of which this Policy is a direct or indirect renewal or replacement. The **Application** shall be deemed attached to and is incorporated into this Policy.
- B. “**Claim**” shall have the meaning specified in each **Liability Coverage Part**.
- C. “**Claim Manager**” means any natural person who is a chief executive officer, executive director, chief financial officer, president, general counsel, risk manager or any equivalent position, of an **Insured Organization**.
- D. “**Debtor in Possession**” means a “debtor in possession” as defined in Chapter 11 of the United States Bankruptcy Code or any similar law.
- E. “**Defense Costs**” means reasonable and necessary fees and expenses incurred in the defense or appeal of a **Claim**, including **Extradition Costs**. **Defense Costs** shall include the premium for any appeal, attachment or similar bond, provided that the **Insurer** shall have no obligation to issue such bond. **Defense Costs** shall not include any compensation, benefit expenses, or overhead of any **Insureds**.
- F. “**Domestic Partner**” means any natural person qualifying as a domestic partner under any federal, state or local law or under the provisions of any formal program established by any **Insured Organization**.
- G. “**Employee**” shall have the meaning specified in each Coverage Part.
- H. “**ERISA**” means the Employee Retirement Income Security Act of 1974, the English Pension Scheme Act 1993, the English Pensions Act 1995, or any similar law.
- I. “**Executive**” shall have the meaning specified in each Coverage Part.

- J.** “**Extradition Costs**” means fees and expenses incurred by an **Insured Person** to lawfully oppose, challenge, resist or defend against any request for extradition of such **Insured Person** from his or her current country of employment and domicile to any other country for any criminal trial, including the appeal of any order or other grant of extradition of such **Insured Person**.
- K.** “**Independent Contractor**” means any natural person working for an **Insured Organization** in the capacity of an independent contractor pursuant to an express contract or agreement with such **Insured Organization** governing the nature of such person’s engagement.
- L.** “**Insolvency**” means the status of any **Insured Organization** due to:
1. the appointment of any conservator, liquidator, receiver, trustee, or similar official to control, supervise, or liquidate such **Insured Organization**; or
 2. such **Insured Organization** becoming a **Debtor in Possession**.
- M.** “**Insured Organization**” means:
1. the **Named Organization**; or
 2. any **Subsidiary**;
- including any such organization as a **Debtor in Possession**.
- N.** “**Insured Person**” shall have the meaning specified in each Coverage Part.
- O.** “**Insured**” shall have the meaning specified in each Coverage Part.
- P.** “**Interrelated Wrongful Acts**” means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions or causes.
- Q.** “**Liability Coverage Part**” means any Coverage Part of this Policy other than the Crime Coverage Part and Kidnap, Ransom & Extortion Coverage Part.
- R.** “**Loss**” shall have the meaning specified in each Coverage Part.
- S.** “**Named Organization**” means the organization named in Item 1 of the Declarations.
- T.** “**Non-Indemnifiable Loss**” means any **Loss** incurred by an **Insured Person** that all **Insured Organizations** cannot indemnify because of:
1. legal prohibition; or
 2. **Insolvency**.
- U.** “**Policy Period**” means the period specified in Item 2 of the Declarations, subject to any cancellation prior to the scheduled expiration date.
- V.** “**Pollutants**” means any solid, liquid, gaseous, biological, radiological or thermal contaminant or irritant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals, mold, fungi, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos containing products, waste or 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 identified on a list of hazardous substances issued by any governmental agency, including, without limitation, the Environmental Protection Agency.

W. "Senior Executive" means any natural person who is a chief executive officer, executive director, chief financial officer, president, general counsel, trustee, or chairperson or any equivalent position of an **Insured Organization**.

X. "Subsidiary" means any:

1. not-for-profit entity while the **Named Organization** owns or controls, directly or indirectly, the right to elect or appoint more than 50% of the directors or trustees of the corporate governing board of such entity; or
2. for-profit or other entity listed as a **Subsidiary** in a written endorsement issued by the **Insurer**.

Y. "Wrongful Act" shall have the meaning specified in each **Liability Coverage Part**.

3. **COVERAGE TERRITORY**

This Policy shall apply on a worldwide basis.

4. **SPOUSAL, DOMESTIC PARTNER, ESTATE AND LEGAL REPRESENTATIVE COVERAGE**

Subject to the provisions of this Policy, coverage shall apply to a **Claim** made against the lawful spouse or **Domestic Partner** of an **Insured Person**, or if an **Insured Person** dies, becomes incapacitated, or files for bankruptcy, such **Insured Person's** estate, heirs, assigns, or legal representatives, provided that:

A. such **Claim** arises solely out of:

1. such person's status as a spouse, **Domestic Partner**, trustee, beneficiary, heir, assignee or legal representative of such **Insured Person**; or
2. such person's ownership of property sought as recovery for a **Wrongful Act**;

B. the **Insured Person** is named in such **Claim** along with such persons or entities; and

C. no coverage shall apply to any **Claim** for a **Wrongful Act** of such persons or entities.

Coverage for such **Claim** shall be on the same terms and conditions (including, without limitation, the Deductible) as apply to any **Claim** made against an **Insured Person**.

5. **EXTENDED REPORTING PERIOD**

Regarding the **Liability Coverage Parts** only:

A. If the **Insurer** or **Named Organization** shall refuse to renew this Policy, or if the **Named Organization** shall cancel this Policy, the **Insureds** shall have the right, upon payment of the Additional Premium stated in Item 4 of the Declarations, to a continuation of the coverage afforded by all elected **Liability Coverage Parts** for the Additional Period stated in Item 4 of the Declarations (the "Extended Reporting Period"). If elected, the Extended

Reporting Period shall commence upon the effective date of such nonrenewal or cancellation. Such continuation of coverage shall apply only to a **Claim**:

1. first made against the **Insureds** during the Extended Reporting Period for a **Wrongful Act** occurring prior to the end of the **Policy Period**; and
 2. otherwise covered by any **Liability Coverage Part**.
- B.** The rights contained in this section shall terminate unless a written notice of election together with the additional premium due is received by the **Insurer** within 30 days after the effective date of nonrenewal or cancellation.
- C.** The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period is not cancelable.
- D.** There is no separate limit of liability for the Extended Reporting Period.

6. LIMIT OF LIABILITY

Regarding the **Liability Coverage Parts** only:

- A.** The Limit of Liability specified in Item 6 of the Declarations for each **Liability Coverage Part** shall be the maximum aggregate amount that the **Insurer** shall pay under such **Liability Coverage Part**.
- B.** Notwithstanding the above, if the Liability Coverage Parts Aggregate Limit of Liability Option is elected in Item 6 of the Declarations:
1. such single shared Limit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under all **Liability Coverage Parts** combined; and
 2. any amount specified as a Limit of Liability for an elected **Liability Coverage Part** shall be:
 - a. the maximum aggregate amount that the **Insurer** shall pay under such **Liability Coverage Part**; and
 - b. part of, and not in addition to, the amount specified as the Liability Coverage Parts Aggregate Limit of Liability.
- C.** **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 applicable Limit of Liability.
- D.** Notwithstanding the above:
1. if the Defense Costs Outside the Aggregate Limit of Liability Option is elected in Item 6 of the Declarations, then the amount specified in such option shall be available to pay **Defense Costs** for all elected **Liability Coverage Parts**; or
 2. if the Defense Costs Outside the Limit of Liability Option is elected in Item 6 of the Declarations for any **Liability Coverage Part**, then the amount specified in such option shall be available to pay **Defense Costs** regarding such **Liability Coverage Part**,

provided that if any Defense Costs Outside the Limit of Liability Option is elected: (i) the **Insurer** shall pay **Defense Costs** out of the amount specified in such option prior to paying any **Defense Costs** out of the otherwise applicable Limit of Liability; and (ii) any amount specified in such Option shall be in addition to, and not part of, the otherwise applicable Limit of Liability.

- E. If any applicable Limit of Liability or Defense Costs Outside the Limit of Liability amount is exhausted, the premium for this Policy shall be fully earned.

7. DEDUCTIBLE

Regarding the **Liability Coverage Parts** only:

- A. The **Insurer** shall pay covered **Loss** arising from each **Claim** covered under any **Liability Coverage Part** only to the extent such **Loss** is in excess of the applicable Deductible specified in Item 6 of the Declarations.
- B. Each Deductible under any **Liability Coverage Part** shall be uninsured.
- C. Any **Loss** paid by the **Insurer** under any **Liability Coverage Part**, whether pursuant to a duty to defend or otherwise, that is within any applicable Deductible shall be reimbursed by any **Insured Organization** to the **Insurer** upon the **Insurer's** request.
- D. If a **Claim** is subject to multiple Deductibles, the total Deductible for such **Claim**, shall be the highest applicable Deductible.
- E. No Deductible shall apply to **Non-Indemnifiable Loss**.
- F. If any **Insured Organization** is permitted by common or statutory law to indemnify an **Insured Person** for **Loss**, or to advance **Defense Costs** on such **Insured Person's** behalf, and fails to do so other than because of **Insolvency**, then any coverage under a **Liability Coverage Part** for such **Insured Person** shall apply without any Deductible. In such case, the **Insured Organization** shall promptly reimburse the **Insurer** for such **Loss** up to the amount of the Deductible that would have applied if the **Insured Organization** indemnified or advanced such **Loss**.

8. DEFENSE OF CLAIMS

Regarding the **Liability Coverage Parts** only:

- A. The **Insurer** shall have the right and duty to defend each **Claim** covered under a **Liability Coverage Part** for which the **Insurer** receives notice, even if such **Claim** is groundless, false or fraudulent. The **Insurer** may make any investigation it deems appropriate.
- B. The **Insurer's** duty to defend any **Claim** shall end upon exhaustion of any applicable Limit of Liability. Notwithstanding the above, if Defense Costs Outside the Limit of Liability is elected in Item 6 of the Declarations, then the **Insurer's** duty to defend any **Claim** shall cease upon exhaustion of the amount of additional **Defense Costs** and any applicable Limit of Liability.
- C. The **Insureds** shall neither admit nor assume any liability, enter into any settlement agreement, stipulate to any judgment, or incur any **Defense Costs** 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, stipulation, or **Defense Costs** to which it has not consented.

- D. The **Insurer** may, with the written consent of the **Insureds**, settle any **Claim** for a monetary amount that the **Insurer** deems reasonable. If any **Insureds** refuse to consent to the settlement of a **Claim** recommended by the **Insurer** and acceptable to a claimant, then the **Insurer** shall not pay **Loss** for such **Claim** in excess of the sum of:
1. The amount of the proposed settlement plus **Defense Costs** incurred prior to such refusal; and
 2. 80% of **Loss** incurred for such **Claim** in excess of the amount specified in 1. above.
- E. The **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request. Upon the **Insurer's** request, the **Insureds** shall attend proceedings, hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim**.

9. CLAIM AND POTENTIAL CLAIM NOTICES

Regarding the **Liability Coverage Parts** only:

- A. As a condition precedent to coverage, the **Claim Manager** shall give the **Insurer** written notice of any **Claim** as soon as practicable, after any **Claim Manager** first becomes aware of such **Claim**, but no later than 60 days after the end of the **Policy Period** or the Extended Reporting Period, if applicable. Such notice shall specify the **Liability Coverage Part** under which notice is being given.
- B. If, during the **Policy Period**, the **Claim Manager** become aware of a **Wrongful Act** that may reasonably be expected to give rise to a **Claim** against an **Insured** for which coverage may be available under a **Liability Coverage Part**, and if written notice of such **Wrongful Act** is given to the **Insurer** during the **Policy Period** specifying the (i) reasons for anticipating such a **Claim**, (ii) nature and date of the **Wrongful Act**, (iii) identity of the **Insureds** involved, (iv) injuries or damages sustained, (v) names of potential claimants, (vi) manner in which the **Insureds** first became aware of the **Wrongful Act** and (vii) the **Liability Coverage Part** under which such notice is being given, then any **Claim** subsequently arising from such **Wrongful Act** shall be deemed to be a **Claim** first made at the time that the **Insurer** receives such notice.

10. INTERRELATED CLAIMS

Regarding the **Liability Coverage Parts** only, all **Claims** arising from, based upon, or attributable to the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to be a single **Claim** first made on the earliest date that:

- A. any of such **Claims** was first made, even if such date is before the **Policy Period**;
- B. proper notice of such **Wrongful Act** or **Interrelated Wrongful Act** was given to the **Insurer** pursuant to Section 9.B above; or
- C. notice of any fact, circumstance or situation including such **Wrongful Act** or **Interrelated Wrongful Act** was given under any prior insurance policy.

11. ALLOCATION

Regarding the **Liability Coverage Parts** only, if the **Insureds** incur **Loss** that is only partially covered by this Policy because a **Claim** includes both covered and uncovered matters, **Loss** shall be allocated as follows:

- A. 100% of **Defense Costs** incurred by the **Insureds** shall be allocated to covered **Loss**; and
- B. **Loss**, other than **Defense Costs**, incurred by the **Insureds** shall be allocated between covered and non-covered **Loss** based upon the relative legal exposure of the parties to covered and non-covered matters.

12. SUBROGATION

- A. The **Insurer** shall be subrogated to all of the **Insureds**' rights of recovery regarding any payment of **Loss** under this Policy. The **Insureds** shall do everything necessary to secure and preserve such rights, including, without limitation, 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 rights of recovery.
- B. Regarding the **Liability Coverage Parts** only, the **Insurer** shall not subrogate against any **Insureds**.

13. OTHER INSURANCE

Except for personal liability insurance maintained by an **Insured Person** for such **Insured Person's** own benefit, coverage under this Policy shall apply only in excess of any other valid and collectible insurance regardless of whether such other insurance is stated to be excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other insurance or bond to this Policy's Policy Number.

14. CORPORATE TRANSACTIONS

A. Takeover of Named Organization

If, during the **Policy Period**:

1. any person or entity or group of persons and/or entities acting in concert acquires the right to elect or appoint more than 50% of the directors or trustees of the corporate governing board of the **Named Organization**; or
2. the **Named Organization** merges into, or consolidates with, another organization such that the **Named Organization** is not the surviving organization,

then coverage shall: (i) continue under the **Liability Coverage Parts** for **Wrongful Acts** occurring before such transaction; and (ii) terminate under the Crime and the Kidnap Ransom & Extortion Coverage Parts subject to the provisions therein. No coverage shall be available for any: (i) **Wrongful Act** occurring (under any **Liability Coverage Part**); (ii) **Loss** discovered or sustained (as applicable, under the Crime Coverage Part); or (iii) covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part), after such transaction. Upon such transaction, the entire premium for this Policy shall be deemed fully earned. The **Insureds** shall give the **Insurer** written notice of such transaction as soon as practicable, but no later than 90 days after the effective date of such transaction.

B. Acquisition or Creation of a Not-For-Profit Subsidiary

If, before or during the **Policy Period**: (i) the **Named Organization** acquires the direct or indirect right to elect or appoint more than 50% of the directors or trustees of the corporate governing board of a not-for-profit entity; (ii) the **Named Organization** creates a not-for-profit entity in which it acquires, directly or indirectly, the right to elect or appoint more than 50% of the directors or trustees of the corporate governing board of such entity; or (iii) any not-for-

profit **Insured Organization** merges with another not-for-profit organization such that such **Insured Organization** is the surviving entity, then such newly created, acquired or merged not-for-profit organization and its **Insureds** shall be covered under this Policy for any:

1. **Wrongful Act** occurring (under any **Liability Coverage Part**);;
2. **Loss** discovered or sustained (as applicable, under the Crime Coverage Part.); or
3. covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part)

after such acquisition, creation or merger. No coverage shall be available for any new **Insureds** for any: (i) **Wrongful Act** occurring (under a **Liability Coverage Part**); (ii) **Loss** discovered or sustained (as applicable, under the Crime Coverage Part); or (iii) covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part), before such transaction. No coverage shall be available for any new **Insureds** for any **Wrongful Act** that is a **Interrelated Wrongful Act** to any **Wrongful Act** occurring before such transaction.

If the fair value of the assets of any newly acquired or merged not-for-profit organization exceeds 25% of the total consolidated assets of the **Named Organization** as reflected in its most recent annual financial statements prior to such merger or acquisition, then as a condition precedent to coverage for such new **Insureds**, the **Named Organization** shall give the **Insurer** written notice of the transaction as soon as practicable, pay any additional premium, and agree to any additional terms and conditions required by the **Insurer**. The **Insureds** shall furnish all information regarding such transaction as the **Insurer** shall request.

No coverage shall be available for any for-profit entity or any natural person or plan affiliated with such entity unless such entity is listed as a **Subsidiary** in a written endorsement issued by the **Insurer**, regardless of whether such entity is owned, controlled, or merged into, an **Insured Organization**.

C. **Loss of Subsidiary Status**

If, before or during the **Policy Period**, any organization ceases to be a **Subsidiary**, then coverage otherwise available under this Policy for such **Subsidiary** and its **Insureds**, shall apply only for any:

1. **Wrongful Act** occurring (under any **Liability Coverage Part**);;
2. **Loss** discovered or sustained (as applicable, under the Crime Coverage Part.); or
3. covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part),

before such transaction. No coverage shall be available for any former **Subsidiary** and its **Insureds** for any: (i) **Wrongful Act** occurring (under a **Liability Coverage Part**); (ii) **Loss** discovered or sustained (as applicable, under the Crime Coverage Part); or covered event first commenced (under the Kidnap, Ransom & Extortion Coverage Part), after such transaction.

15. **APPLICATION & SEVERABILITY**

- A. The **Insureds** represent that the information contained in the **Application** is true, accurate and complete. This Policy is issued in reliance upon the **Application**. If the **Application**

contains misrepresentations or omissions made with intent to deceive or that materially affect the acceptance of the risk or the hazard assumed by the **Insurer**, this Policy shall not afford coverage for any **Insureds** who knew on the inception date of this Policy the facts that were not accurately disclosed in the **Application**, regardless whether such **Insureds** knew the **Application** contained such misrepresentation or omission. The foregoing shall be the **Insurer's** sole remedy with respect to misrepresentations or omissions in the **Application**.

- B.** For the purpose of determining coverage, knowledge possessed by:
1. any **Insured Person** shall not be imputed to any other **Insured Person**; and
 2. any **Senior Executive** or anyone signing the **Application** shall be imputed to all **Insureds** other than **Insured Persons**.
- C.** This Policy shall not be rescinded.

16. SUITS AGAINST THE INSURER

- A.** No suit or other proceeding shall be commenced by the **Insureds** against the **Insurer** unless there shall have been full compliance with all the terms and conditions of this Policy, including Section 16.B below.
- B.** Prior to commencing any suit or other proceeding against the **Insurer**, the **Insureds** shall first submit any coverage or other dispute arising under or in connection with this Policy to nonbinding mediation. The mediator for such mediation shall be disinterested and knowledgeable on the relevant issues in dispute. The mediator shall be selected jointly by the parties. Such mediation shall be conducted in a venue and in accordance with procedural rules as are agreed to jointly by the parties. The costs of such mediation shall be shared equally by the parties provided that each party shall bear its own legal costs. If such mediation does not resolve the dispute between the **Insureds** and the **Insurer**, the **Insureds** shall have the right to commence a suit or other proceeding against the **Insurer** regarding the issues in dispute 60 days after the conclusion of such mediation. No suit or other proceeding shall be initiated prior to 60 days after the conclusion of such mediation.
- C.** 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 **Claim**.

17. ENTIRE AGREEMENT

This Policy, including the Declarations, General Provisions, elected Coverage Parts, written endorsements, and the **Application** shall constitute the entire agreement between the **Insurer** and the **Insureds** regarding the insurance provided hereunder.

18. CHANGES

This Policy shall not be changed in any manner except by a written endorsement issued by the **Insurer**.

19. ASSIGNMENT

Assignment of any interest under this Policy shall not bind the **Insurer** unless such assignment is acknowledged by a written endorsement issued by the **Insurer**.

20. NAMED ORGANIZATION'S AUTHORITY

The **Named Organization** shall act on behalf of all **Insureds** regarding all matters under this Policy, including, without limitation, cancellation, election of the Extended Reporting Period, transmission and receipt of notices, acceptance of endorsements, payment of premiums, and receipt of return premiums.

21. CANCELLATION

- A. The **Insurer** may cancel this Policy for non-payment of premium by sending not less than 20 days notice to the **Named Organization**. This Policy may not otherwise be cancelled by the **Insurer**.
- B. Except as otherwise provided, the **Named Organization** 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 date 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.

22. BANKRUPTCY

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

23. NOTICES

- A. Notices to the **Insureds** shall be sent to the **Named Organization** at the address specified in Item 1 of the Declarations.
- B. Notices to the **Insurer** shall be sent or e-mailed to the applicable address specified in Item 5 of the Declarations and become effective upon receipt at such address.
- C. All notices shall be in writing.

24. TITLES

The titles of the sections of, and endorsements to, this Policy are for reference only. Such titles shall not be part of the terms and conditions of coverage.

25. REFERENCES TO LAWS

- A. Any statute, act, or code mentioned in this Policy shall be deemed to include all amendments of, and rules and regulations promulgated under, such statute, act, or code.
- B. Any statute, act, or code mentioned in this Policy that is followed by the phrase "or any similar law" shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, any common law.

26. COVERAGE PART COORDINATION

- A. If any **Loss** is covered under two or more **Liability Coverage Parts**:
 - 1. the **Insureds** shall be entitled to recover **Loss** only once; and

2. the maximum aggregate amount that the **Insurer** shall pay for all **Loss** arising from a single **Claim** shall be the largest remaining applicable Limit of Liability and, if elected, the remaining Defense Costs Outside the Limit of Liability amount.
- B. Regardless of the **Liability Coverage Part** under which a notice of **Claim** or potential **Claim** is given by the **Insureds**, the **Insurer** shall be entitled to make its own determination as to which **Liability Coverage Part**, if any, **Loss** is covered and under which **Liability Coverage Part Loss** should be paid.

NONPROFIT ORGANIZATION LIABILITY COVERAGE PART

TABLE OF CONTENTS

- 1. INSURING AGREEMENTS**
- 2. DEFINITIONS**
- 3. OUTSIDE DIRECTORSHIP LIABILITY COVERAGE**
- 4. EXCLUSIONS**
- 5. PRIORITY OF LOSS PAYMENTS**
- 6. ADDITIONAL LIMIT OF LIABILITY**

NONPROFIT ORGANIZATION LIABILITY COVERAGE PART

1. INSURING AGREEMENTS

A. Insured Person Liability

The **Insurer** shall pay **Non-Indemnifiable Loss** on behalf of any **Insured Person** resulting from a **Claim** first made against such **Insured Person** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act**.

B. Organization Reimbursement

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

C. Organization Liability

The **Insurer** shall pay **Loss** on behalf of an **Insured Organization** resulting from a **Claim** first made against such **Insured Organization** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act**.

D. Derivative Demands

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

This Insuring Agreement shall be subject to the Sublimit of Liability specified in Item 6 of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No Deductible shall apply to this Insuring Agreement.

E. Crisis Management Costs for a Network Security Breach or Privacy Violation

The **Insurer** shall pay **Crisis Management Costs** on behalf of an **Insured Organization** resulting from a **Network Security Breach** or **Privacy Violation** occurring during the **Policy Period** and reported as soon as practicable but no later than 60 days after the **Policy Period**.

This Insuring Agreement shall be subject to the Sublimit of Liability specified in item 6 of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No Deductible shall apply to this Insuring Agreement.

Regarding this Insuring Agreement: (i) General Provisions Sections 4. Coverage Extensions, 5. Extended Reporting Period, 7. Deductible, 8. Defense of Claims, 9. Claim and Potential Claim Notices, 10. Interrelated Claims, and 11. Allocation shall not apply; (ii) Section 4. Exclusions shall not apply; and (iii) the **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request.

2. DEFINITIONS

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

A. “Claim” means any:

1. written demand or notice for civil monetary damages or other civil non-monetary relief commenced by the **Insured’s** receipt of such demand or notice;
2. civil proceeding, including, without limitation, an arbitration or alternative dispute resolution proceeding (ADR), commenced by the service upon an **Insured** of a complaint, demand for arbitration, request for mediation or similar document, including a foreign equivalent thereof;
3. criminal proceeding commenced by the return of an indictment, information or similar pleading, including a foreign equivalent thereof;
4. administrative or regulatory proceeding commenced by the filing of a notice of charges or any similar document, including a foreign equivalent thereof;
5. civil, criminal, administrative, or regulatory investigation of an **Insured Person** commenced by the service upon, or other receipt by, such **Insured Person** of a written notice from an investigating authority specifically identifying such **Insured Person** as a target against whom a formal proceeding described in 2, 3, or 4 above may be commenced;
6. written request to an **Insured** to toll or waive the statute of limitations regarding a potential **Claim** as described above commenced by the **Insured’s** receipt of such request;
7. solely for purposes of Insuring Agreement D, any **Derivative Demand**; or
8. solely for purposes of Insuring Agreement E, any **Network Security Breach** or **Privacy Violation**.

B. “Computer System” means any computer hardware, software or firmware, including components thereof and data stored thereon, that is owned or leased by, and under the direct operational control of, an **Insured Organization**. **Computer System** shall exclude any disconnected devices including, without limitation, laptops, mobile devices or memory storage data devices.

C. “Crisis Management Costs” means reasonable and necessary fees and expenses incurred by an **Insured**, with the **Insurer’s** prior written consent, for:

1. public relations firm services to mitigate reputational damage resulting from any **Network Security Breach** or **Privacy Violation**; and
2. legal services (by an attorney selected from the **Insurer’s** panel of lawyers) regarding any **Network Security Breach** or **Privacy Violation** to:
 - a. provide counsel on the obligations of any applicable **Privacy Law**; and
 - b. draft notices required by any applicable **Privacy Law**.

Crisis Management Costs shall exclude any: (i) compensation, internal expenses or overhead of any **Insured**; or (ii) payments made as compensation for any injury or damages resulting from any **Network Security Breach** or **Privacy Violation**.

- D. “**Derivative Demand**” means a written demand by any member of an **Insured Organization**, in such member’s capacity as such, upon the board of directors or managers of such **Insured Organization** to bring a civil proceeding on behalf of an **Insured Organization** against an **Insured Person** for a **Wrongful Act** of such **Insured Person** if such demand is made without the assistance, participation or solicitation of any **Executive**. A **Derivative Demand** shall be deemed commenced by the receipt by the board of directors or managers of such demand.
- E. “**Derivative Suit**” means any civil proceeding against an **Insured Person** for a **Wrongful Act** of such **Insured Person** made on behalf of, or in the name or the right of, an **Insured Organization** by any member of such **Insured Organization**, in such member’s capacity as such, if such proceeding is made without the assistance, participation or solicitation of any **Executive**.
- F. “**Employee**” means any natural person whose labor or service was, is or shall be engaged and directed by any **Insured Organization**, including fulltime, part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.
- G. “**Excess Benefit Transaction Excise Tax**” means any tax imposed by Section 4958 of the Internal Revenue Code of 1986 on an organization manager for participation in an excess benefit transaction.
- H. “**Executive**” means any natural person while a duly elected or appointed:
1. director, executive director, officer, trustee, regent, governor or member of the board of managers, board of governors, advisory board or duly constituted committee of an **Insured Organization**;
 2. in-house general counsel of an **Insured Organization** as well as any other natural person employed by an **Insured Organization** as an in-house attorney;
 3. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1 or 2 above.
- I. “**Insured Person**” means any:
1. **Executive**; or
 2. **Employee**.
- J. “**Insured**” means any:
1. **Insured Organization**; or
 2. **Insured Person**.
- K. “**Investigation Costs**” means reasonable and necessary expenses incurred in the investigation and evaluation of a **Derivative Demand**, provided that **Investigation Costs** shall not include compensation, benefit expenses, or overhead of any **Insureds**.

- L. “**Loss**” means damages, settlements, judgments (including awards of legal fees and costs), pre/post-judgment interest and **Defense Costs**. Solely regarding Insuring Agreement D, “**Loss**” means **Investigation Costs**. Solely regarding Insuring Agreement E, “**Loss**” means **Crisis Management Costs**.

Loss shall specifically include, and exclude, the following amounts:

1. **Loss** shall specifically include any:
 - a. punitive, exemplary and multiple damages;
 - b. civil penalties assessed against **Insured Persons** pursuant to Section 2(g)2(B) of the Foreign Corrupt Practices Act of 1977; or
 - c. **Excess Benefit Transaction Excise Tax** provided that: (i) the **Insurer's** maximum aggregate liability for all such taxes shall be subject to the sublimit specified in Item 6 of the Declarations which amount shall be the maximum aggregate amount that the **Insurer** shall pay for all such taxes and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**; and (ii) indemnification for such taxes is not expressly prohibited in the bylaws, certificate of incorporation or other documents of an **Insured Organization**.

Notwithstanding item 2.e below, the insurability of the above types of **Loss** shall be governed by the laws of any applicable jurisdiction that does not prohibit coverage for such **Loss**.

2. **Loss**, other than **Defense Costs**, shall exclude any:
 - a. fines or penalties imposed by law, other than pursuant to Section 2(g)2(B) of the Foreign Corrupt Practices Act of 1977;
 - b. taxes other than any **Excess Benefit Transaction Excise Tax**;
 - c. amount for which the **Insureds** are not liable or for which the claimants are without legal recourse to the **Insureds**;
 - d. non-monetary relief; or
 - e. matters that are uninsurable under the law.

- M. “**Malicious Code**” means any virus, Trojan, worm or other similar malicious software program, code or script designed to infect, harm, harm data on, or steal data from, a **Computer System**.

- N. “**Network Security Breach**” means any:

1. unauthorized access to, or unauthorized use of, a **Computer System**; or
2. transmission of **Malicious Code** into or from a **Computer System**.

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

- P. “Outside Organization”** means any:
1. not-for-profit corporation, community chest, fund or foundation that is not an **Insured Organization** and that is exempt from federal income tax as an organization described in Section 501(c)(3), 501(c)(4) or 501(c)(10) of the Internal Revenue Code of 1986;
 2. organization established for a religious or charitable purpose under any not-for-profit statute; or
 3. organization listed as an **Outside Organization** in a written endorsement issued by the **Insurer**.
- Q. “Personal Injury Wrongful Act”** means any actual or alleged:
1. false arrest, wrongful detention or imprisonment or malicious prosecution;
 2. libel, slander, defamation of character, or publication of material in violation of a person’s right of privacy; or
 3. wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.
- R. “Privacy Law”** means those parts of the following laws regulating the use and protection of non-public personal information:
1. Health Insurance Portability and Accountability Act of 1996 (HIPAA);
 2. Gramm-Leach Bliley Act of 1999 (GLBA);
 3. consumer protection and unfair and deceptive trade practice laws enforced by state Attorneys General or the Federal Trade Commission, including, without limitation, Section 5(a) of the Federal Trade Commission Act of 1914;
 4. security breach notification laws that require notice to individuals of the actual or potential theft of their non-public personal information, including, without limitation, the California Security Breach Notification Act of 2003; or
 5. domestic or foreign privacy laws requiring reasonable security for non-public personal information or the adoption of a privacy policy limiting the sale, disclosure or sharing of non-public personal information.
- S. “Privacy Violation”** means any:
1. theft or unauthorized copying of **Private Information** while in the care, custody or control of an **Insured**; or
 2. violation of a **Privacy Law** by an **Insured**.
- T. “Private Information”** means any:
1. individual’s name in combination with any of the following:
 - a. social security number;

- b. drivers license number or any other state identification number;
 - c. medical or healthcare data, including protected health information;
 - 2. non-public personal information as defined in any **Privacy Law**; or
 - 3. confidential or proprietary business information of a third-party that is protected under a written non-disclosure agreement between such third-party and an **Insured Organization**.
- U. **“Publisher Wrongful Act”** means any actual or alleged:
 - 1. infringement of copyright or trademark or unauthorized use of title; or
 - 2. plagiarism or misappropriation of ideas.
- V. **“Securities Laws”** means the Securities Act of 1933, Securities Exchange Act of 1934, Investment Company Act of 1940, any state “blue sky” securities law, or any other federal, state or local securities law or foreign equivalent laws or amendments thereto or any rules or regulations promulgated thereunder or any other provision of statutory or common law used to impose liability in connection with the offer or solicitation of an offer to sell or purchase, or the sale of or purchase of, securities.
- W. **“Whistleblowing”** means:
 - 1. providing information, causing information to be provided, or otherwise assisting in an investigation regarding any conduct that such **Executive** reasonably believes constitutes a violation of any federal, state or local law when the information or assistance is provided to, or the investigation is conducted by, any:
 - a. federal, state, or local law enforcement or regulatory agency; or
 - b. any member of the United States Congress, any committee of Congress or any state or local elected official; or
 - 2. testifying in a proceeding relating to an alleged violation of any federal, state or local law.
- X. **“Wrongful Act”** means any actual or alleged:
 - 1. act, error, omission, misstatement, misleading statement, neglect or, breach of duty, including a **Personal Injury Wrongful Act** or **Publisher Wrongful Act** by any **Insured Person** in their capacity as such or in an **Outside Capacity** or, with respect to Insuring Agreement C, by any **Insured Organization**; or
 - 2. matter claimed against an **Insured Person** by reason of such person serving in such capacity, including service in an **Outside Capacity**.

3. **OUTSIDE DIRECTORSHIP LIABILITY COVERAGE**

Subject to the provisions applicable to this **Liability Coverage Part**, coverage otherwise afforded under Insuring Agreements A and B shall apply to **Loss** resulting from any **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 Organization**. Payment by the **Insurer**, or any insurance company controlling, controlled by or under common

control with the **Insurer**, under any other insurance policy as a result of such **Claim** shall reduce, by the amount of such payment, the Limit of Liability available under this Policy for such **Claim**.

4. EXCLUSIONS

A. The **Insurer** shall not pay **Loss**:

1. in connection with any **Claim** arising from, based upon, or attributable to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any other directors and officers liability, management liability or similar insurance policy;
2. in connection with any **Claim** arising from, based upon, or attributable to any:
 - a. demand, suit or proceeding made or initiated against any **Insured** on or prior to the applicable Pending and Prior Litigation Date in Item 6 of the Declarations; or
 - b. **Wrongful Act** specified in such prior demand, suit or proceeding or any **Interrelated Wrongful Acts** thereto;
3. 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 thereof;
4. in connection with any **Claim** arising from, based upon, or attributable to any:
 - a. any discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**, nuclear material or nuclear waste or any threat of such discharge, dispersal, release, escape, seepage, migration or disposal; or
 - b. any direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, nuclear material or nuclear waste,

provided that this exclusion shall not apply to any (i) **Non-Indemnifiable Loss**, (ii) **Derivative Demand**, or (iii) **Derivative Suit**;

5. for any violation of **ERISA** or any similar law;
6. in connection with any **Claim** by or on behalf of any **Insured**, provided that this exclusion shall not apply to any **Claim**:
 - a. that is a **Derivative Demand** or **Derivative Suit**;
 - b. by an **Insured Person** for contribution or indemnification if such **Claim** directly results from a **Claim** that is otherwise covered under this **Liability Coverage Part**;
 - c. by any **Employee** who is not a past or present **Executive** if such **Claim** is made without the solicitation, assistance or active participation of any **Executive**, provided that there shall be no coverage for any **Claim** for a wrongful employment termination, employment discrimination, or other employment practices **Wrongful Act**;

- d. by a former **Executive** who has not served as an **Executive** for at least two (2) years prior to such **Claim** being made, provided that such **Claim** is made without the solicitation, assistance or active participation of any current **Executive** or any former **Executive** who has served as an **Executive** during the two (2) years prior to such **Claim** being made;
- e. brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, receiver, creditors committee or similar official or committee for an **Insured Organization** or any assignee of such trustee, examiner, receiver, committee or similar official or committee if such **Claim** is made without the assistance, participation or solicitation of any **Executive**; or
- f. made in a jurisdiction outside the United States of America, Canada or Australia by an **Insured Person** of an **Insured Organization** organized in such jurisdiction;

provided that solicitation, assistance or active participation shall not include **Whistleblowing**;

- 7. in connection with any **Claim** arising from, based upon, or attributable to any **Insured Person** serving as a director, officer, trustee, regent, governor or equivalent executive or as an employee of any entity other than an **Insured Organization** even if such service is at the direction or request of the **Insured Organization**, provided that this exclusion shall not apply to a **Claim** for a **Wrongful Act** by an **Insured Person** in an **Outside Capacity**;
- 8. in connection with any **Claim** by or on behalf of any **Outside Organization**, or any director, officer, trustee, regent, governor or equivalent executive of any **Outside Organization**, provided that this exclusion shall not apply to any **Claim**:
 - a. that is a derivative suit made on behalf of an **Outside Organization** by any persons who are not:
 - 1. **Insured Persons**; or
 - 2. directors, officers, trustees, regents, governors or equivalent executives of the **Outside Organization**,

and who make such **Claim** without the solicitation, assistance or participation of any such persons; or
 - b. by any:
 - 1. **Insured Persons**; or
 - 2. directors, officers, trustees, regents, governors or equivalent executives of an **Outside Organization**,

for contribution or indemnification if such **Claim** directly results from a **Claim** that is otherwise covered under this **Liability Coverage Part**.
- 9. in connection with any **Claim** arising from, based upon, or attributable to any violation of any **Securities Laws**;

10. in connection with any **Claim** arising from, based upon, or attributable to any wrongful employment termination, employment discrimination, or other employment practices **Wrongful Act**;
11. in connection with any **Claim** arising from, based upon, or attributable to any unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, improper payroll deductions, improper employee classification, failure to maintain accurate time records, failure to grant meal and rest periods, or social security benefits, provided that this exclusion shall not apply to any: (i) **Derivative Demand**; or (ii) **Derivative Suit**;
12. in connection with any **Claim** arising from, based upon, or attributable to any infringement of patent or misappropriation of intellectual property, ideas or trade secrets; provided that this exclusion shall not apply to a **Publisher Wrongful Act**;
13. in connection with any **Claim** arising from, based upon, or attributable to any **Network Security Breach** or **Privacy Violation**;
14. of an **Insured** arising from, based upon, or attributable to the gaining of any profit, remuneration or financial advantage to which such **Insured** was not legally entitled, if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than a proceeding initiated by the **Insurer**, provided that this exclusion shall not apply to **Defense Costs**; or
15. of an **Insured** arising from, based upon, or attributable to any deliberately fraudulent or deliberately criminal act or omission or any willful violation of law by such **Insured**, if established by any final, non-appealable adjudication against any such **Insured** in any proceeding other than a proceeding initiated by the **Insurer**, provided that this exclusion shall not apply to any **Defense Costs**.

Regarding exclusions A.14. and A.15. above: (i) no **Wrongful Act** of any **Insured Person** shall be imputed to any other **Insured Person**; and (ii) only a **Wrongful Act** by a past, present or future **Senior Executive** of any **Insured Organization** shall be imputed to an **Insured Organization**.

- B. The **Insurer** shall not pay **Loss** in connection with any **Claim** against an **Insured Organization** arising from, based upon, or attributable to any liability of an **Insured Organization** under any contract or agreement, provided that this exclusion shall not apply to: (i) the extent that liability would have been incurred in the absence of such contract or agreement, or (ii) **Defense Costs**.

5. PRIORITY OF LOSS PAYMENTS

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 Limit of Liability for this **Liability Coverage Part**, the **Insurer** shall pay **Loss**:

- A. first, under Insuring Agreement A;
- B. second, under Insuring Agreement B; and
- C. third, under Insuring Agreement C.

6. **ADDITIONAL LIMIT OF LIABILITY**

- A. An Additional Limit of Liability of \$500,000 shall be available to pay **Non-Indemnifiable Loss** covered under Insuring Agreement A.
- B. The Additional Limit of Liability shall be in addition to, and not part of, the Limit of Liability otherwise applicable to this **Liability Coverage Part** as specified in Item 6 of the Declarations.
- C. The Additional Limit of Liability shall be excess of any valid and collectible insurance that is specifically excess of this Policy. Such excess insurance must be exhausted by the payment of loss covered thereunder before the **Insurer** shall be liable to pay the Additional Limit of Liability.
- D. The Additional Limit of Liability shall not apply to any **Loss** in connection with the first **Claim** made during the **Policy Period**. This first **Claim** made under this Policy shall be determined by the chronological time such **Claim** was first made regardless of when coverage is acknowledged by the **Insurer** for such **Claim**.
- E. **Non-Indemnifiable Loss** covered under Insuring Agreement A shall be allocated between, and paid by the **Insurer** under, the applicable Limit of Liability specified in Item 6 of the Declarations and any Additional Limit of Liability in whatever portions will maximize the total amount of covered **Loss** being paid under this Policy.

**EMPLOYMENT PRACTICES LIABILITY
COVERAGE PART**

TABLE OF CONTENTS

- 1. INSURING AGREEMENTS**
- 2. DEFINITIONS**
- 3. EXCLUSIONS**
- 4. OTHER INSURANCE**

EMPLOYMENT PRACTICES LIABILITY

COVERAGE PART

1. INSURING AGREEMENTS

A. Employment Practices Liability

The **Insurer** shall pay **Loss** on behalf of the **Insureds** resulting from a **Claim** by or on behalf of an **Employee**, applicant for employment, governmental agency, or **Independent Contractor** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insureds**.

B. Third Party Liability

If Third Party Liability coverage is elected in Item 6 of the Declarations, the **Insurer** shall pay **Loss** on behalf of the **Insureds** resulting from a **Claim** by or on behalf of a **Third Party** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insureds**.

This Insuring Agreement shall be subject to the Third Party Coverage Sublimit of Liability, Deductible, and Pending and Prior Litigation Date specified in Item 6 of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

2. DEFINITIONS

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

A. "**Benefits**" means all compensation other than salary, wages, bonuses, and **Stock Benefits**. **Benefits** include, without limitation, retirement benefits, perquisites, vacation and sick days, medical or insurance benefits, and deferred compensation.

B. "**Claim**" means any:

1. written demand for monetary or non – monetary relief commenced by the **Insured's** receipt of such demand;
2. civil proceeding commenced by the service upon the **Insured** of a complaint or similar pleading;
3. formal administrative or regulatory proceeding commenced by the filing of a notice of charges or any similar document, including, without limitation, proceedings before the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance Program;
4. formal administrative or regulatory investigation commenced by the service upon or other receipt by an **Insured** of a written notice from an investigating authority identifying the **Insured** as a target against whom an administrative or regulatory proceeding may be commenced; or

5. written request to an **Insured** to toll or waive a statute of limitations regarding a potential **Claim** as described above, commenced by the **Insured's** receipt of such request.

Notwithstanding the above, **Claim** shall not include any labor or grievance proceeding initiated pursuant to any collective bargaining agreement.

C. "Employee" means any natural person whose labor or service was, is or shall be engaged and directed by any **Insured Organization**, including fulltime, part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.

D. "Executive" means any natural person who was, is or shall be a duly elected or appointed:

1. director, officer, or member of the board of managers or management committee of an **Insured Organization**;
2. in-house general counsel of an **Insured Organization**; or
3. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1 or 2 above.

E. "Insured Person" means any:

1. **Executive**;
2. **Employee**; or
3. **Independent Contractor**, but only if an **Insured Organization** agrees in writing within 30 days of the making of a **Claim** to provide indemnification to such **Independent Contractor** for any **Loss** arising out of such **Claim**.

F. "Insureds" means any:

1. **Insured Organization**; or
2. **Insured Person**.

G. "Loss" means the amount that the **Insureds** are legally obligated to pay resulting from a **Claim**, including, without limitation, damages (including front pay and back pay), settlements, judgments, pre- and post-judgment interest, and **Defense Costs**.

Loss shall include: (i) punitive, exemplary and multiple damages; and (ii) liquidated damages awarded pursuant to the Age Discrimination in Employment Act or Equal Pay Act, where insurable by law. The insurability of such damages shall be governed by the laws of any applicable jurisdiction that permits coverage of such damages.

Loss shall exclude any:

1. taxes, fines or penalties imposed by law;
2. matters that are uninsurable under the law pursuant to which this Policy shall be construed;

3. amount for which the **Insureds** are not financially liable or for which the claimants are without legal recourse to the **Insureds**;
 4. non-monetary relief;
 5. future compensation of a claimant who was, is or shall be hired, promoted or reinstated to employment pursuant to a settlement of, order in or other resolution of a **Claim**;
 6. **Stock Benefits**; or
 7. compensation earned by or due to the claimant in the course of employment but not paid by an **Insured Organization**, other than back pay or front pay.
- H. **“Retaliation”** means any actual or alleged negative treatment of any **Executive, Employee, or Independent Contractor** by any **Insured Persons** in their capacity as such or by any **Insured Organization** in response to any such person:
1. exercising any rights granted under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, or the Americans with Disabilities Act;
 2. refusing to violate any law;
 3. assisting, testifying in, or cooperating with, a proceeding or investigation regarding violations of law by any **Insured Organization**;
 4. disclosing or threatening to disclose any violations of law to a superior or any governmental agency; or
 5. filing any claim against any **Insured Organization** under the Federal False Claims Act or any similar law protecting “whistleblowers”.
- I. **“Stock Benefits”** means any offering, plan or agreement between any **Insured Organization** and any **Insured Person** granting stock, stock options or stock appreciation rights in any **Insured Organization** to such **Insured Person**, including, without limitation, restricted stock or any other stock grant. Notwithstanding the foregoing, **Stock Benefits** shall not include employee stock ownership plans or employee stock purchase plans.
- J. **“Third Party”** means any natural person who is a customer, vendor, service provider or other business invitee of any **Insured Organization**. **Third Party** shall not include **Employees**.
- K. **“Wrongful Act”** means:
1. regarding Insuring Agreement A, any actual or alleged:
 - a. wrongful dismissal, discharge or termination of employment, including constructive dismissal, discharge, or termination;
 - b. employment discrimination based on age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, disability, health status, military or veteran status, or any other protected status specified under federal, state or local law;

- c. sexual or other workplace harassment, including, without limitation, hostile work environment;
- d. employment-related misrepresentation;
- e. wrongful deprivation of a career opportunity, demotion, failure to employ or promote, discipline of employees or failure to grant tenure;
- f. breach of any oral, written, or implied employment contract or agreement including, without limitation, any obligation arising out of any employee manual, handbook, or policy statement;
- g. **Retaliation**;
- h. negligent evaluation of employees;
- i. employment-related libel, slander, defamation, or invasion of privacy, including the giving of negative or defamatory statements in connection with an employee reference;
- j. violation of the Family and Medical Leave Act; or
- k. infliction of emotional distress or mental anguish, failure to provide or enforce adequate or consistent corporate employment policies and procedures, or negligent hiring, retention, supervision or training of **Employees**, if such conduct relates to matters described in paragraphs a through j above;

but only if the **Wrongful Act** described in 1.a through 1.k above is committed or attempted: (i) against an **Employee**, applicant for employment with any **Insured Organization**, or **Independent Contractor**; and (ii) by any **Insured Persons** in their capacity as such or by any **Insured Organization**; or

- 2. regarding Insuring Agreement B, any actual or alleged discrimination, sexual harassment, or violation of a **Third Party's** civil rights relating to such discrimination or sexual harassment, by any **Insured Persons** in their capacity as such or by any **Insured Organization**.

3. EXCLUSIONS

A. The **Insurer** shall not pay **Loss** for any **Claim** against an **Insured**:

- 1. arising from, based upon, or attributable to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any other insurance policy;
- 2. arising from, based upon, or attributable to any:
 - a. demand, suit or proceeding, or any audit by the Office of Federal Contract Compliance Programs, made or initiated against any **Insured** on or prior to the applicable Pending and Prior Litigation Date in Item 6 of the Declarations; or
 - b. any **Wrongful Act** alleged in any such demand, suit, proceeding, or audit or any **Interrelated Wrongful Acts** thereto;

3. for bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including loss of use thereof; provided that this exclusion shall not apply to any **Claim** for emotional distress or mental anguish;
4. arising from, based upon, or attributable to any:
 - a. discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**, nuclear material or nuclear waste or any threat of such discharge, dispersal, release, escape, seepage, migration or disposal; or
 - b. direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, nuclear material or nuclear waste,

provided that this exclusion shall not apply to any **Claim** for **Retaliation**;

5. for any violation of: (i) any law governing workers' compensation, unemployment insurance, social security, disability or pension benefits laws; (ii) **ERISA** (except Section 510 thereof); (iii) the Fair Labor Standards Act (except the Equal Pay Act); (iv) the National Labor Relations Act; (v) the Worker Adjustment and Retraining Notification Act; (vi) the Consolidated Omnibus Budget Reconciliation Act of 1985; (vii) the Occupational Safety and Health Act; or (viii) any similar laws to those mentioned in (i) through (vii) above; provided that this exclusion shall not apply to any **Claim** for **Retaliation**;
6. arising from, based upon, or attributable to any liability of others assumed by any **Insured** 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; or
7. arising from, based upon, or attributable to any breach of contract or agreement specifying the terms of an **Insured Organization's** engagement of an **Independent Contractor**.

B. Other than **Defense Costs**, the **Insurer** shall not pay **Loss** for any **Claim** against an **Insured**:

1. for costs of any accommodation required by the Americans with Disabilities Act or any similar law;
2. for employment termination severance payments, provided that this exclusion shall not apply to any payments negotiated with and consented to by the **Insurer** as part of a settlement;
3. for **Benefits** or their equivalent value, provided that this exclusion shall not apply to any **Claim** for wrongful dismissal, discharge or termination of employment; or
4. arising from, based upon, or attributable to any breach of any written employment contract or agreement, provided that this exclusion shall not apply to any liability that would have been incurred in the absence of such written employment contract or agreement.

C. Regarding Insuring Agreement B, the **Insurer** shall not pay **Loss** for any **Claim** against an **Insured** arising from, based upon, or attributable to any price discrimination or violation of any anti-trust or other law designed to protect competition or prevent unfair trade practices.

4. OTHER INSURANCE

A. To the extent that any **Claim** is covered under this **Liability Coverage Part** and any other insurance, the coverage provided under this **Liability Coverage Part** shall be primary.

B. Notwithstanding the above:

1. regarding any **Claim** made against a leased or temporary **Employee** or an **Independent Contractor**, coverage under this **Liability Coverage Part** shall be excess of, and not contribute with, any applicable insurance insuring the employee leasing company, temporary employee agency, or **Independent Contractor**; and
2. regarding any **Claim** made by or on behalf of a **Third Party**, coverage under this **Liability Coverage Part** shall be excess of, and not contribute with, any other applicable insurance insuring the **Insureds** on a duty to defend basis,

regardless of whether such other insurance is stated to be excess, contributory, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other insurance to this Policy's Policy Number.

**FIDUCIARY LIABILITY
COVERAGE PART**

TABLE OF CONTENTS

- 1. INSURING AGREEMENTS**
- 2. DEFINITIONS**
- 3. EXCLUSIONS**
- 4. TERMINATED PLAN COVERAGE**

FIDUCIARY LIABILITY

COVERAGE PART

1. INSURING AGREEMENTS

A. Fiduciary Liability

The **Insurer** shall pay **Loss** on behalf of the **Insureds** resulting from a **Claim** first made against the **Insureds** during the **Policy Period** or Extended Reporting Period, if applicable, for a **Wrongful Act** by the **Insureds** or by any person for whose **Wrongful Acts** the **Insureds** are legally responsible.

B. Settlement Programs

The **Insurer** shall pay a **Voluntary Settlement** and **Defense Costs** on behalf of the **Insureds** resulting from a **Settlement Program Notice** first given to the **Insurer** during the **Policy Period** or Extended Reporting Period, if applicable, provided that such **Voluntary Settlement** and **Defense Costs** are incurred after such **Settlement Program Notice** is first given to the **Insurer**.

This Insuring Agreement shall be subject to a Sublimit of Liability of \$100,000. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No Deductible shall apply to this Insuring Agreement.

2. DEFINITIONS

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

A. "Administration" means:

1. advising, counseling or giving notice to **Employees**, participants or beneficiaries regarding any **Plan**;
2. providing interpretations regarding any **Plan**; or
3. handling records or enrolling, terminating or canceling **Employees**, participants or beneficiaries regarding any **Plan**.

B. "Claim" means any:

1. written demand for monetary or non-monetary relief commenced by the **Insureds'** receipt of such demand;
2. civil proceeding commenced by the service upon the **Insureds** of a complaint or similar pleading;
3. criminal proceeding commenced by the return of an indictment, information or similar pleading;
4. formal administrative or regulatory proceeding commenced by the filing of a notice of charges or any similar document;

5. formal administrative or regulatory governmental investigation (including a fact-finding investigation by the Department of Labor, Pension Benefit Guaranty Corporation or similar authority) of an **Insured** commenced by the service upon or other receipt by such **Insured** of a written notice from an investigating authority identifying such **Insured** as a target against whom a formal proceeding may be commenced;
 6. written request to an **Insured** to toll or waive a statute of limitations regarding a potential **Claim** as described in 1 through 5 above, commenced by the **Insured's** receipt of such request; or
 7. regarding Insuring Agreement B, a **Settlement Program Notice**.
- C. "**Employee**" means any natural person whose labor or service was, is or shall be engaged by and directed by any **Insured Organization** or **Plan**, including fulltime, part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.
- D. "**Executive**" means any natural person who was, is or shall be a duly elected or appointed:
1. director, officer, or member of the board of managers or management committee of an **Insured Organization**;
 2. in-house general counsel of an **Insured Organization**; or
 3. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1 or 2 above.
- E. "**Insured Person**" means any:
1. **Executive**;
 2. **Employee**;
 3. natural person who was, is or shall be a duly elected or appointed trustee of any **Plan**;
or
 4. a fiduciary of a **Plan** if such person is specifically included as an **Insured Person** in a written endorsement issued by the **Insurer**.
- F. "**Insureds**" means any:
1. **Insured Organization**;
 2. **Plan**; or
 3. **Insured Persons**.
- G. "**Loss**" means the amount that the **Insureds** are legally obligated to pay resulting from a **Claim**, including, without limitation, damages, settlements, judgments, pre- and post-judgment interest, and **Defense Costs**. Regarding Insuring Agreement B, "**Loss**" means **Voluntary Settlements** and **Defense Costs**.

Loss shall include punitive and exemplary damages where insurable by law. The insurability of such damages shall be governed by the laws of any applicable jurisdiction that permits coverage of such damages.

Loss shall exclude any:

1. taxes, fines or penalties imposed by law other than any;
 - a. five percent (5%) or less, or twenty percent (20%) or less, civil penalties imposed under Section 502(i) or (l), respectively, of **ERISA**;
 - b. civil penalties imposed by the Pension Ombudsman appointed by the United Kingdom Secretary of State for Social Services or by the Occupational Pensions Regulatory Authority in the United Kingdom or any successor thereto; provided any coverage for such civil penalties applies only if the funds or assets of the subject **Plan** are not used to fund, pay or reimburse the premium for this Policy;
 - c. civil penalties imposed upon an **Insured** for violation of the privacy provisions of the Health Insurance Portability and Accountability Act of 1996, provided that the **Insurer's** maximum aggregate liability for all such civil money penalties under this Policy shall be subject to a sublimit of \$25,000 that shall be the maximum aggregate amount that the **Insurer** shall pay for all such penalties and shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**; or
 - d. solely with respect to Insuring Agreement B, **Voluntary Settlements**;
2. multiple portion of any multiplied damage award;
3. matters that are uninsurable under the law pursuant to which this Policy shall be construed;
4. amount for which the **Insureds** are not financially liable or for which the claimants are without legal recourse to the **Insureds**; or
5. non-monetary relief.

H. “**Plan**” means:

1. any **Sponsored Plan**; or
 2. any government-mandated insurance program for workers compensation, unemployment, social security or disability benefits for **Employees**.
- I.** “**Settlement Program**” means any voluntary compliance resolution program or similar voluntary settlement program administered by the United States Internal Revenue Service, United States Department of Labor or any other domestic or foreign governmental authority. Such programs include, without limitation, the Employee Plans Compliance Resolution System, Audit Closing Agreement Program, Voluntary Compliance Resolution Program, Walk-in Closing Agreement Program, Administrative Policy Regarding Self-Correction, Tax Sheltered Annuity Voluntary Correction Program, Delinquent Filer Voluntary Compliance Program, and Voluntary Fiduciary Correction Program.

J. “**Settlement Program Notice**” means prior written notice to the **Insurer** by any **Insured** of the **Insured’s** intent to enter into a **Settlement Program**.

K. “**Sponsored Plan**” means any:

1. Employee Benefit Plan, Pension Benefit Plan or Welfare Benefit Plan, as each is defined in **ERISA**, operated solely by any **Insured Organization**, or jointly by any **Insured Organization** and a labor organization, for the benefit of **Employees** only;
2. employee benefit plan or program not subject to **ERISA** sponsored solely by any **Insured Organization** for the benefit of **Employees** only, including any fringe benefit or excess benefit plan;
3. employee benefit plan or program otherwise described in paragraphs 1. or 2. above while such plan or program is being actively developed, formed or proposed by any **Insured Organization** prior to the formal creation of such plan or program; provided, however, no coverage is afforded for any **Claim** against an **Insured** in a settlor or similar uninsured capacity with respect to any plan or program; or
4. plan, fund, or program specifically included as a **Sponsored Plan** in a written endorsement issued by the **Insurer**.

Sponsored Plan shall not include any multi-employer plan or employee stock ownership plan, unless such plan is specifically included as a **Sponsored Plan** by a written endorsement issued by the **Insurer**.

L. “**Voluntary Settlement**” means any fees, fines, or penalties paid by an **Insured** to a governmental authority pursuant to a **Settlement Program** for the actual or alleged inadvertent non-compliance by a **Plan** with any statute, rule or regulation; provided that **Voluntary Settlement** shall not include (i) any costs to correct the non-compliance, or any other charges, expenses, taxes or damages; or (ii) any fees, fines, or penalties relating to a **Plan** which, as of the earlier of inception date of this Policy or the inception date of the first policy in an uninterrupted series of policies issued by the **Insurer** of which this **Policy** is a direct or indirect renewal or replacement, any **Insured Person** knew to be actually or allegedly non-compliant.

M. “**Wrongful Act**” means any actual or alleged:

1. breach of the responsibilities, obligations or duties imposed by **ERISA** upon fiduciaries of any **Sponsored Plan** in their capacity as such fiduciaries;
2. act, error or omission in **Administration** by any **Insured** in their capacity as such; or
3. matter claimed against any **Insured Persons** solely by reason of their service as a fiduciary of any **Sponsored Plan**.

3. EXCLUSIONS

A. The **Insurer** shall not pay **Loss** for any **Claim** against an **Insured**:

1. arising from, based upon, or attributable to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any other insurance policy;
2. arising from, based upon, or attributable to any:
 - a. demand, suit or proceeding made or initiated against any **Insured** on or prior to the applicable Pending and Prior Litigation Date in Item 6 of the Declarations; or
 - b. **Wrongful Act** specified in such prior demand, suit or proceeding or any **Interrelated Wrongful Acts** thereto;
3. 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 thereof;
4. arising from, based upon, or attributable to any:
 - a. discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**, nuclear material or nuclear waste or any threat of such discharge, dispersal, release, escape, seepage, migration or disposal; or
 - b. direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, nuclear material or nuclear waste,

provided that this exclusion shall not apply to any (i) **Claim** by or on behalf of a beneficiary or participant in any **Sponsored Plan** for diminution in value of any securities owned by the **Sponsored Plan** in any organization other than any **Insured Organization**; or (ii) **Non-Indemnifiable Loss**;
5. arising from, based upon, or attributable to any liability under any contract or agreement, provided that this exclusion shall not apply to the extent that liability:
 - a. would have been incurred in the absence of such contract or agreement; or
 - b. was assumed in accordance with or under an agreement or declaration of trust pursuant to which a **Plan** was established;
6. for the failure of any **Insureds** to comply with any workers' compensation, unemployment insurance, social security, or disability benefits law or any similar law except:
 - a. the Consolidated Omnibus Budget Reconciliation Act of 1985; or
 - b. the Health Insurance Portability and Accountability Act of 1996;
7. for discrimination in violation of any law other than **ERISA**;

8. arising from, based upon, or attributable to the gaining, in fact, of any personal profit, remuneration or advantage to which such **Insured** is not legally entitled; or
9. arising from, based upon, or attributable to any deliberately fraudulent or criminal act or omission or willful violation of law by such **Insured** if a judgment or other final adjudication in such **Claim** or another proceeding establishes that such act, omission or violation occurred.

Regarding exclusions 8 and 9 above: (i) no **Wrongful Act** of any **Insured Person** shall be imputed to any other **Insured Person**; and (ii) only a **Wrongful Act** by a past, present or future chairman of the board, chief executive officer, president, chief operating officer, chief financial officer, general counsel or limited liability company manager of any **Insured Organization** or a past, present or future **Plan** trustee shall be imputed to any **Insured Organization** or **Plan**.

- B.** Other than **Defense Costs**, the **Insurer** shall not pay **Loss** for any **Claim** against an **Insured** for:
1. failure to fund, or collect contributions owed to, any **Plan**;
 2. return or reversion to an employer of any contribution or asset of any **Plan**; or
 3. benefits under any **Plan**, including benefits that would be due under any **Plan** if such **Plan** complied with all applicable laws, provided that this exclusion shall not apply to the extent that an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation.

4. **TERMINATED PLAN COVERAGE**

If, before or during the **Policy Period**, any **Plan** is terminated, coverage for such **Plan** and its **Insureds** shall continue until termination of this Policy. Such coverage continuation shall apply to covered **Claims** for **Wrongful Acts** occurring prior to or after the date the **Plan** was terminated.

CRIME COVERAGE PART

TABLE OF CONTENTS

- 1. INSURING AGREEMENTS**
- 2. DEFINITIONS**
- 3. EXCLUSIONS**
- 4. LIMIT OF LIABILITY AND DEDUCTIBLE**
- 5. SPONSORED PLAN COVERAGE**
- 6. OWNERSHIP OF PROPERTY; INTERESTS COVERED**
- 7. DEFENSE COSTS COVERAGE (FORGERY OR ALTERATION)**
- 8. INVESTIGATION COSTS COVERAGE (ALL INSURING AGREEMENTS)**
- 9. PRIOR LOSS COVERAGE**
- 10. CALCULATION OF LOSS**
- 11. LOSS REPORTING RIGHTS AND DUTIES**

CRIME COVERAGE PART

1. INSURING AGREEMENTS

A. Employee Theft

The **Insurer** shall pay **Loss** by an **Insured** resulting from any **Employee**, acting alone or in collusion with others, committing any:

1. **Theft of Money, Property, or Securities;** or
2. **Forgery.**

B. Customer Property

The **Insurer** shall pay **Loss** by a **Customer** resulting from any **Employee**, not in collusion with such **Customer's** employees, committing any:

1. **Theft of Money, Property, or Securities;** or
2. **Forgery.**

C. Inside The Premises

The **Insurer** shall pay **Loss** by an **Insured**:

1. of **Money** or **Securities** while inside the **Premises** or any **Banking Premises** resulting from any:
 - a. **Third Party** committing any **Robbery, Safe Burglary, or Theft;** or
 - b. destruction or disappearance; or
2. inside the **Premises** resulting from any **Third Party** committing any:
 - a. damage to **Property** during any **Robbery** or attempted **Robbery**;
 - b. damage to **Property** contained inside any safe during any **Safe Burglary** or attempted **Safe Burglary**;
 - c. damage to a locked safe, cash drawer, cash box or cash register during any felonious entry or attempted felonious entry;
 - d. felonious abstraction of a locked safe, cash drawer, cash box or cash register; or
 - e. damage to the **Premises** during any **Safe Burglary** or attempted **Safe Burglary** or **Robbery** or attempted **Robbery**.

D. Outside The Premises

The **Insurer** shall pay **Loss** by an **Insured**:

1. of **Money** or **Securities** while **In Transit**, or while temporarily inside the home of an **Employee** or a partner of an **Insured Organization**, resulting from any:

- a. **Third Party** committing any **Robbery** or **Theft**; or
 - b. destruction or disappearance; or
2. resulting from any **Third Party** committing any:
- a. damage to **Property** while **In Transit** during any **Robbery** or attempted **Robbery**; or
 - b. **Theft** of **Property** while temporarily inside the home of an **Employee** or a partner of an **Insured Organization**.

E. Forgery or Alteration

The **Insurer** shall pay **Loss** by an **Insured** resulting from any **Third Party** committing any:

- 1. **Forgery** of a **Financial Instrument**; or
- 2. **Alteration** of a **Financial Instrument**.

F. Computer Fraud or Fraudulent Transfer Instructions

The **Insurer** shall pay **Loss** by an **Insured** of **Money** or **Securities** resulting from any **Third Party** committing any:

- 1. **Computer Fraud**; or
- 2. **Fraudulent Transfer Instructions**.

G. Currency Fraud

The **Insurer** shall pay **Loss** by an **Insured** resulting from any **Third Party** committing any **Currency Fraud**.

2. DEFINITIONS

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

- A. "Alteration"** means the material modification of an original document by a person acting without authority and with the intent to deceive.
- B. "Banking Premises"** means the interior portion of any building occupied by a banking institution or similar safe depository.
- C. "Computer Fraud"** means **Theft** directed solely against an **Insured Organization** committed through the use of any computer or computer network, including all input, output, processing, storage, and communication devices connected to any computer or computer network.
- D. "Counterfeit"** means an imitation of an actual valid original that is intended to deceive and to be taken as the original.
- E. "Currency Fraud"** means the good faith acceptance by an **Insured Organization** in the regular course of business and in exchange for merchandise, **Money**, or services of any:

1. **Counterfeit** United States of America or Canadian post office or express money order, issued or purporting to have been issued by any post office or express company that is not paid upon presentation; or
 2. **Counterfeit** United States of America or Canadian paper currency.
- F.** “**Customer**” means any person or entity to which an **Insured Organization** provides goods or services for consideration.
- G.** “**Data**” means information contained in any records, accounts, microfilms, tapes or other paper or electronic records.
- H.** “**Discovery**” means knowledge acquired by an **Executive** or a **Risk Manager** that would cause a reasonable person to believe (i) a covered **Loss** has occurred or (ii) that circumstances have arisen that may subsequently result in a covered **Loss**, including **Loss**:
1. sustained prior to the inception date of this Policy specified in Item 2 of the Declarations;
 2. not exceeding the applicable Deductible specified in Item 6 of the Declarations; or
 3. for which exact details are unknown.
- Discovery** shall not include knowledge acquired by an **Executive** or a **Risk Manager** acting alone or in collusion with an **Employee** as a participant in a **Theft** or **Forgery**.
- I.** “**Employee**” means any:
1. natural person whose labor or service is engaged and directed by any **Insured Organization**, including fulltime, part-time, seasonal, leased and temporary employees as well as volunteers; or
 2. natural person fiduciary, trustee, administrator or employee of a **Sponsored Plan** and any other natural person required to be bonded in connection with a **Sponsored Plan** by Title 1 of **ERISA**.
- Employee** shall not include any: (i) **Executive** except to the extent that such person is performing acts coming within the scope of the usual duties of a nonexecutive **Employee**; (ii) volunteer acting as a fund solicitor during fund-raising activities; or (iii) **Independent Contractor**.
- J.** “**Executive**” means any natural person who is a duly elected or appointed:
1. director, officer, or member of the board of managers or management committee of an **Insured Organization**;
 2. in-house general counsel of an **Insured Organization**; or
 3. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1 or 2 above.
- K.** “**Financial Instrument**” means checks, drafts, or similar orders to pay a specific amount of money that are made, drawn by or drawn upon an **Insured Organization** or by anyone acting as an agent of an **Insured Organization**, or that are purported to have been so made or drawn.

- L.** “**Forgery**” means the signing of another natural person’s name with the intent to deceive. **Forgery** shall not include a signature that consists in whole or in part of one’s own name, signed with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated the same as hand-written signatures.
- M.** “**Fraudulent Transfer Instructions**” means any fraudulent written, electronic, telegraphic, cable, teletype or telephonic instructions issued to a financial institution directing such institution to initiate a transfer of **Money** or **Securities** from any account maintained by an **Insured Organization** at such institution which instructions purport to have been authorized by such **Insured Organization** but were, in fact, fraudulently transmitted by someone other than the **Insured Organization**.
- N.** “**In Transit**” means a conveyance outside the **Premises** by an **Insured Organization** within the custody of any:
1. **Employee** or partner of an **Insured Organization**; or
 2. authorized custodian of an **Insured Organization**.
- Such conveyance begins upon receipt of the conveyance by any person described in 1 or 2 above from any **Insured Organization**, and ceases upon delivery of the conveyance to the designated recipient or its agent.
- O.** “**Insureds**” means any:
1. **Insured Organization**; or
 2. **Sponsored Plan**.
- Insureds** shall not include a **Customer**.
- P.** “**Investigation Costs**” means reasonable and necessary expenses incurred by an **Insured** with the **Insurer’s** prior written consent to establish the existence and amount of a covered **Loss**. **Investigation Costs** shall not include any compensation, benefit expenses, or overhead of any **Insureds** or any expenses incurred by any **Customer**.
- Q.** “**Loss**” means direct loss sustained. If Investigation Costs Coverage is elected in Item 6 of the Declarations, “**Loss**” shall also mean **Investigation Costs**.
- R.** “**Money**” means currency, coin, and bank notes in current use and having a face value.
- S.** “**Premises**” means the interior portion of a building occupied by an **Insured Organization** to conduct its business.
- T.** “**Property**” means tangible property other than **Money** or **Securities**. **Property** shall not include **Data**.
- U.** “**Risk Manager**” means an **Employee** designated by an **Insured Organization** to effect and maintain insurance for the **Insured Organization**.
- V.** “**Robbery**” means a **Theft** from the care and custody of any:
1. **Employee**; or

2. authorized custodian of an **Insured Organization** other than a watchman, porter or janitor,

by violence or threat of violence committed in the presence and cognizance of such person.

W. “**Safe Burglary**” means **Theft** from a locked vault or safe located inside the **Premises** by forcible or violent entry as evidenced by visible marks.

X. “**Securities**” means negotiable and non-negotiable instruments representing either **Money** or **Property**.

Y. “**Sponsored Plan**” means any:

1. Employee Benefit Plan, Pension Benefit Plan or Welfare Benefit Plan, as each are defined in **ERISA**, operated solely by any **Insured Organization**, or jointly by any **Insured Organization** and a labor organization, for the benefit of **Employees** only;
2. other employee benefit plan or program not subject to **ERISA** that is sponsored solely by any **Insured Organization** for the benefit of **Employees** only; or
3. plan, fund, or program specifically included as a **Sponsored Plan** by a written endorsement issued by the **Insurer**.

Sponsored Plan shall not include any multi-employer plan.

Z. “**Theft**” means any unlawful taking.

AA. “**Third Party**” means any natural person other than:

1. an **Employee** or an **Executive**; or
2. a person acting in collusion with an **Employee** or an **Executive**.

3. EXCLUSIONS

A. The **Insurer** shall not be liable to pay **Loss** resulting from any:

1. **Theft, Computer Fraud, Fraudulent Transfer Instructions** or any other fraudulent, dishonest or criminal act (other than **Robbery** or **Safe Burglary**), by any authorized representative of the **Insured Organization**, other than an **Employee**, provided that this exclusion shall not apply if an authorized representative is acting in collusion with any **Employee**;
2. fire, provided that this exclusion shall not apply to:
 - a. **Loss of Money or Securities**; or
 - b. damage to any safe or vault caused by the application of fire during any **Safe Burglary** or attempted **Safe Burglary**;
3. **Theft** or **Forgery** by a partner of an **Insured Organization** whether acting alone or in collusion with others, provided that if such **Theft** or **Forgery** would have otherwise been a covered **Loss** if committed by someone else, the **Insurer** shall pay a percentage of such **Loss** equal to the percentage ownership of the innocent partners

of such **Insured Organization** on the day immediately preceding the date of **Discovery**;

4. authorized or unauthorized trading, regardless of whether such trading is: (i) in the name of the **Insured** or another; (ii) in a genuine or fictitious account; or (iii) with or without the knowledge of any **Insured**; provided that this exclusion shall not apply to **Loss** caused by **Theft** or **Forgery** resulting in improper financial gain to an **Employee** (**Loss** as used in this exclusion means only the amount of improper financial gain to such **Employee** and shall not include any compensation paid by an **Insured Organization** to such **Employee** such as salary, bonuses, incentive payments commissions, or employee benefits);
5. misappropriation or loss of use of trade secrets, confidential processing methods, or other confidential information of any kind;
6. declared or undeclared war, civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention or authority, expropriation or nationalization or any act or condition incident or related to any of the foregoing;
7. unrealized loss of income, including, without limitation, interest and dividends;
8. indirect or consequential loss of any nature, including, without limitation, fines, penalties, multiple or punitive damages; provided that this exclusion shall not apply to otherwise covered **Investigation Costs** if Investigation Costs Coverage is elected in Item 6 of the Declarations;
9. **Employee** to the extent that **Loss** occurs:
 - a. after an **Executive** or **Risk Manager** acquires knowledge of fraud or dishonesty committed by such **Employee** involving **Money**, **Securities** or **Property**, regardless of whether such fraud or dishonesty occurred prior to or during employment with an **Insured**; or
 - b. more than sixty (60) days after termination of such **Employee**;
10. expenses incurred by an **Insured** in defending or prosecuting any legal proceeding or claim; provided that this exclusion shall not apply to the coverage provided under Section 7. Defense Costs Coverage (Forgery or Alteration);
11. **Insured** knowingly giving or surrendering **Money**, **Property**, or **Securities** in any exchange or purchase with a **Third Party** not in collusion with an **Employee**; provided that this exclusion shall not apply to **Currency Fraud**;
12. **Loss** sustained by one **Insured** to the advantage of any other **Insured**;
13. disappearance of, or damage to, **Money**, **Property**, or **Securities** while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle company or any person duly authorized by an **Insured Organization** to have custody of the property; provided that this exclusion shall not apply to **Loss** excess of the amount recovered or received by an **Insured Organization** under:
 - a. the **Insured Organization's** contract, if any, with, or insurance carried by, any of the foregoing; or
 - b. any other insurance or indemnity in force; or

14. nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
- B.** Regarding Insuring Agreements A and B, the **Insurer** shall not be liable to pay **Loss** resulting from any:
1. unidentified **Employee**; or
 2. agent, broker, factor, commission merchant, consignee, contractor, independent contractor or other representative of the same general character.
- C.** Regarding Insuring Agreements C and D, the **Insurer** shall not be liable to pay **Loss** resulting from:
1. **Forgery, Computer Fraud or Fraudulent Transfer Instructions**; or
 2. destruction, disappearance or damage to **Money, Securities or Property** while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company.
- D.** Regarding Insuring Agreements C, D, and F, the **Insurer** shall not be liable to pay **Loss** resulting from kidnap, ransom or other extortion payment provided that this exclusion shall not apply to **Robbery**.
- E.** Regarding Insuring Agreement E, the **Insurer** shall not be liable to pay **Loss** resulting from **Forgery** or **Alteration** of any:
1. **Financial Instrument** committed by any **Third Party** in collusion with any **Employee**; or
 2. registered or coupon obligations issued or purported to have been issued by the **Insured**.
- F.** If the Loss Sustained coverage option is elected in Item 6 of the Declarations, the **Insurer** shall not be liable to pay **Loss** unless sustained prior to the termination of this Policy and **Discovery** occurs and written notice thereof is given to the **Insurer** not later than:
1. sixty (60) days following such termination; or
 2. one (1) year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the **Named Organization**.
- G.** If the Loss Discovered coverage option is elected in Item 6 of the Declarations, the **Insurer** shall not be liable to pay **Loss** unless:
1. **Discovery** occurs and written notice thereof is given to the **Insurer** prior to the termination of this Policy ; or
 2. sustained prior to the termination of this Policy and **Discovery** occurs and written notice thereof is given to the **Insurer** within one (1) year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the **Named Organization**.
- H.** The **Insurer** shall not be liable to pay **Loss** for which **Discovery** occurred prior to the inception date of this Policy specified in Item 2 of the Declarations.

4. LIMIT OF LIABILITY AND DEDUCTIBLE

- A. The **Insurer's** maximum aggregate liability for each single **Loss** under each elected Insuring Agreement shall not exceed the applicable Limit of Liability specified in Item 6 of the Declarations, regardless of the number of **Insureds** sustaining such **Loss**.
- B. All **Loss** resulting from a single act or any number of acts of the same **Employee** or **Third Party**, regardless of whether such act or acts occurred before or during the **Policy Period**, shall be treated as a single **Loss** and the applicable Limit of Liability of this Coverage Part shall apply, subject to Section 9. Prior Loss Coverage.
- C. If **Loss** is covered under more than one Insuring Agreement of this Coverage Part, the maximum amount payable under this Coverage Part shall not exceed the largest applicable Limit of Liability of any such Insuring Agreement.
- D. If there is more than one **Insured**, the maximum liability of the **Insurer** for any single **Loss** sustained by more than one **Insured** shall not exceed the amount for which the **Insurer** would have been liable if the single **Loss** had been sustained by one **Insured**.
- E. The amount that the **Insurer** shall pay for any single **Loss** shall not be cumulative from **Policy Period** to **Policy Period**.
- F. The **Insurer's** liability under this Coverage Part shall apply only to that part of each **Loss** excess of the applicable Deductible specified in Item 6 of the Declarations.

5. SPONSORED PLAN COVERAGE

- A. Payment of **Loss** incurred by a **Sponsored Plan** shall be paid by the **Insurer** to the **Named Organization** for the use and benefit of such **Sponsored Plan**.
- B. The Limit of Liability applicable to any single **Loss** incurred by one or more **Sponsored Plans** shall be the applicable Limit of Liability specified in item 6 of the Declarations provided that such amount exceeds the minimum limit of liability for each **Sponsored Plan** (the "Minimum Limit of Liability") incurring such single **Loss**.
- C. The Minimum Limit of Liability for each **Sponsored Plan** shall equal the lesser of:
 - 1. ten percent (10%) of such **Sponsored Plan's** assets as of the beginning of such **Sponsored Plan's** fiscal year; or
 - 2. \$500,000.
- D. If a single **Loss** is incurred by more than one **Sponsored Plan**, then the Limit of Liability applicable to such **Loss** shall be the greater of:
 - 1. the applicable Limit of Liability specified in item 6 of the Declarations; or
 - 2. the sum of the Minimum Limit of Liability for each **Sponsored Plan** incurring such single **Loss**.
- E. Notwithstanding any other provision of this Policy, no Deductible shall apply to **Loss** by any **Sponsored Plan**.

6. OWNERSHIP OF PROPERTY; INTERESTS COVERED

- A. Regarding all Insuring Agreements other than Insuring Agreement B, coverage shall only apply to **Money, Property** or **Securities** owned by the **Insured**, for which the **Insured** is legally liable, or held by the **Insured** whether or not the **Insured** is liable, provided that:
1. the **Insurer** shall not be liable for damage to the **Premises** unless the **Insured Organization** is the owner or is liable for such damage; and
 2. regarding Insuring Agreement A, no coverage shall apply for **Money, Property** or **Securities** of a **Customer**.
- B. Regarding Insuring Agreement B, coverage shall only apply to **Money, Property** or **Securities** of a **Customer** held by the **Insured Organization** or for which the **Insured Organization** is legally liable.

7. DEFENSE COSTS COVERAGE (FORGERY OR ALTERATION)

Regarding Insuring Agreement E, coverage shall include reasonable attorneys' fees and court costs incurred and paid with the **Insurer's** prior written consent in defending an **Insured Organization** or an **Insured Organization's** financial institution in any legal proceeding brought against it to enforce payment of a **Financial Instrument**. The coverage provided under this Section shall be part of, and not in addition to, the limit of liability specified in Item 6 of the Declarations for Insuring Agreement E.

8. INVESTIGATION COSTS COVERAGE (ALL INSURING AGREEMENTS)

- A. If Investigation Costs Coverage is elected in Item 6 of the Declarations, the **Insurer** shall pay **Investigation Costs** incurred by any **Insured** resulting from any **Loss** covered under Insuring Agreements A through G provided that such **Loss** exceeds the Deductible applicable to the relevant Insuring Agreement.
- B. This coverage shall be subject to the Sublimit of Liability specified in Item 6 of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this coverage. Such Sublimit of Liability shall be part of, and not in addition to, the Limits of Liability applicable to the above Insurance Agreements. Other than as specified above, no Deductible shall apply to this coverage.

9. PRIOR LOSS COVERAGE

- A. If Loss Sustained Coverage is elected in Item 6 of the Declarations, coverage shall be available under this Policy for **Loss** prior to the inception date of this Policy specified in Item 2 of the Declarations, or the effective date of any coverage for any additional **Insureds** or coverage added by endorsement, provided that:
1. an **Insured** or a predecessor in interest of such **Insured** carried a prior bond or policy that afforded coverage for such **Loss** during the period of such prior bond or policy;
 2. such coverage continued without interruption from the time of such **Loss** until the inception date of this Policy or the effective date specified above;
 3. **Discovery** occurred after the time to report such **Loss** had expired under the last such bond or policy;

4. some or all of the coverage of an **Insuring Agreement** under this Coverage Part would be applicable to such **Loss**;
 5. if such prior bond or policy carried by an **Insured** or predecessor in interest of such **Insured** was issued by the **Insurer** or its affiliates, such prior bond or policy shall terminate as of the inception date of this Policy and no coverage shall be provided under such prior bond or policy; and
 6. the **Insurer's** maximum liability for the prior **Loss** shall not exceed the lesser of either: (i) the limit of liability of the policy immediately preceding this Policy; or (ii) the applicable Limit of Liability specified in Item 6 of the Declarations.
- B.** If Loss Discovered Coverage is elected in Item 6 of the Declarations, coverage shall be available for **Loss** prior to the inception date of this Policy specified in Item 2 of the Declarations, or the effective date of coverage for any additional **Insureds** or coverage added by endorsement, provided that:
1. some or all of the coverage of an **Insuring Agreement** under this Coverage Part would be applicable to such **Loss**;
 2. if an **Insured** or a predecessor in interest of such **Insured** carried a prior bond or policy that afforded coverage for **Loss** and was not issued by the **Insurer** or its affiliates and **Discovery** of such **Loss** occurred prior to the expiration of the time allowed for discovery under the last such bond or policy, then no coverage shall be available under this Policy unless **Loss** otherwise covered under the prior bond or policy exceeds the limit of liability of the last such prior bond or policy in which case this Policy shall provide excess coverage over such prior bond or policy subject to all of the terms and conditions of this Policy; and
 3. if an **Insured** or a predecessor in interest of such **Insured** carried a prior bond or policy that afforded coverage for a **Loss** and was issued by the **Insurer** or its affiliates, such prior bond or policy shall terminate as of the inception date of this Policy and no coverage shall be provided under such prior bond or policy.
- C.** Except as specified in **A** and **B** above, there shall be no coverage under this Coverage Part for **Loss** prior to the:(i) inception date of this Policy specified in Item 2 of the Declarations; or (ii) effective date of coverage for any additional **Insureds** or coverage added by endorsement.

10. CALCULATION OF LOSS

- A.** For **Loss** of **Securities**, the **Insurer** shall pay the lesser of either:
1. the actual market value of lost, damaged or destroyed **Securities**, but only up to and including their value at the close of business on the business day immediately preceding the **Discovery** of such **Loss**;
 2. the cost of replacing **Securities**; or
 3. the cost to post a Lost Securities Bond in connection with issuing duplicates of the **Securities**.
- B.** For **Loss** of books of account or other records, the **Insurer** shall pay the cost of blank books, pages or tapes or other blank materials to replace lost or damaged books of account or other records.

- C. For **Loss of Property**, the **Insurer** shall pay the lesser of either:
1. the price paid by an **Insured** for the **Property**; or
 2. the cost to repair or replace **Property** with that of like kind, quality and value at the time that the **Named Organization** furnishes a proof of loss pursuant to Section 11. Loss Reporting Rights and Duties.
- D. For **Loss** of foreign currency, the **Insurer** shall pay the United States of America dollar equivalent of foreign currency determined by the rate of exchange on the date of **Discovery** of such **Loss**.

11. LOSS REPORTING RIGHTS AND DUTIES

- A. Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed or **Discovery** by all **Insureds**.
- B. Upon **Discovery** and as a condition precedent to coverage, the **Named Organization** shall provide to the **Insurer**:
1. written notice at the earliest practicable moment, but no later than thirty (30) days after **Discovery**;
 2. a sworn proof of loss with full particulars within 120 days of **Discovery**, including:
 - a. submission to examination under oath at the **Insurer's** request and provide a signed statement of answers; and
 - b. production of all pertinent records at such reasonable times and places as the **Insurer** shall designate; and
 3. full and complete cooperation in all matters pertaining to a **Loss** or claim, including the investigation and settlement thereof.
- C. If an **Insured Organization** establishes wholly apart from its inventory records that it has a covered **Loss** caused by an identified **Employee**, then it may offer a comparison between its inventory records and a physical count of its inventory to prove the amount of such **Loss**.
- D. No **Insured** shall institute legal proceedings against the **Insurer** regarding any **Loss**:
1. more than two (2) years after **Discovery**; or
 2. to recover a judgment or settlement against it or its bank resulting from **Forgery** or **Alteration**, or defense costs as specified in Section 7 Defense Costs Coverage (Forgery or Alteration), more than two (2) years after the date such judgment shall become final or settlement was entered.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WORKPLACE VIOLENCE COVERAGE
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

Regarding the Employment Practices Liability Coverage Part and for the purposes of coverage in this Endorsement only, it is agreed that:

| | |
|--|-----------|
| 1. Aggregate Single Loss Limit of Liability: | \$250,000 |
| 2. Business Interruption Costs Single Loss Limit of Liability: | \$250,000 |
| 3. Aggregate Business Interruption Costs Limit of Liability: | \$250,000 |
| 4. Deductible: | \$0 |

TABLE OF CONTENTS

- 1. INSURING AGREEMENT**
- 2. DEFINITIONS**
- 3. EXCLUSIONS**
- 4. LIMIT OF LIABILITY**
- 5. PRIOR LOSS COVERAGE**
- 6. LOSS REPORTING RIGHTS AND DUTIES**
- 7. LOSS COOPERATION**

1. INSURING AGREEMENT

The **Insurer** shall reimburse **Workplace Violence Costs** and **Business Interruption Costs** resulting from any **Workplace Violence** first commenced during the **Policy Period**.

2. DEFINITIONS

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

- A. "Business Activities"** means the business conducted on the **Premises** by an **Insured Organization**.
- B. "Business Interruption Costs"** means the sum of the following:
 1. loss of net income (net profit or loss before income taxes) during the **Restoration Period** resulting from **Workplace Violence**;
 2. plus operating costs incurred during the **Restoration Period** that are necessary to allow an **Insured Organization** to resume **Business Activities** at the same level that existed prior to the **Workplace Violence**;
 3. plus costs incurred solely to reduce the amounts of loss of net income and operating costs described in 1 and 2 above provided that such costs do not exceed the amounts of the actual reductions in loss of net income and operating costs; and
 4. less recoveries for **Workplace Violence** from all sources other than the **Insurer**.

- C. **“Discovery”** means knowledge acquired by an **Executive** that would cause a reasonable person to believe (i) a covered **Loss** has occurred or (ii) that circumstances have arisen that may subsequently result in a covered **Loss**, including **Loss**:
1. sustained prior to the inception date specified in Item 2 of the Declarations for this Policy; or
 2. for which exact details are unknown.
- D. **“Employee”** means any natural person whose labor or service is engaged and directed by any **Insured Organization**, including any: (i) **Executive**; (ii) fulltime, part-time, seasonal, leased or temporary employee; or (iii) volunteer. **Employee** shall not include any **Independent Contractor**.
- E. **“Executive”** means any natural person who is a duly elected or appointed:
1. director, officer, or member of the board of managers or management committee of an **Insured Organization**;
 2. in-house general counsel of an **Insured Organization**; or
 3. manager of an **Insured Organization** organized outside the United States of America if such manager holds a position equivalent to those specified in 1 or 2 above.
- F. **“Insured Person”** means any natural person who is:
1. an **Employee**; or
 2. visiting the **Premises** for a lawful purpose.
- G. **“Insured”** means any:
1. **Insured Organization**; or
 2. **Insured Person**.
- H. **“Loss”** means any **Workplace Violence Costs** and **Business Interruption Costs**.
- I. **“Premises”** means buildings, facilities or properties occupied by an **Insured Organization** in conducting its business activities.
- J. **“Restoration Period”** means a period of time commencing 72 hours after the cessation of **Business Activities** because of **Workplace Violence** and ending on the earliest of the following dates:
1. the full resumption of **Business Activities**;
 2. the date that **Business Activities** should have resumed had an **Insured Organization** being reasonably diligent in pursuing resumption of **Business Activities**;
 3. 30 days after any civil authority denies access to the **Premises**; or
 4. 90 days after the commencement of the **Restoration Period**.

- K. **“Workplace Violence”** means an intentional and unlawful act perpetrated against an **Insured Person** within the **Premises** involving use of a deadly weapon, or threat of such use.
- L. **“Workplace Violence Costs”** means the following reasonable costs incurred by an **Insured Organization** in response to any **Workplace Violence**:
 - 1. security guard services for up to 15 days;
 - 2. security consulting for up to 90 days;
 - 3. public-relations consulting for up to 90 days;
 - 4. a single group counseling for **Employees**; and
 - 5. forensics analysis.

3. EXCLUSION

The **Insurer** shall not be liable to pay **Loss** resulting from any:

- A. **Workplace Violence** initiated in connection with a demand for money, securities or other property;
- B. declared or undeclared war, civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention or authority, expropriation or nationalization, or any act or condition incident or related to any of the foregoing; or
- C. attorneys fees, expenses, settlements, judgments, penalties or other amounts incurred in defending or prosecuting any legal proceeding or claim involving any **Workplace Violence**.

4. LIMIT OF LIABILITY

- A. The **Insurer’s** maximum liability for each single **Loss** shall not exceed the Aggregate Single Loss Limit of Liability specified in item 1 of the Declarations of this Endorsement, regardless of the number of **Insureds** incurring such **Loss**. The Aggregate Single Loss Limit of Liability specified in item 1 of the Declarations of this Endorsement shall be part of, and not in addition to, the Limit of Liability for this **Liability Coverage Part**.
- B. The **Insurer’s** maximum liability for **Business Interruption Costs** for each single **Loss** shall not exceed the Business Interruption Costs Single Loss Limit of Liability specified in item 2 of the Declarations of this Endorsement, regardless of the number of **Insureds** incurring such **Loss**. The **Insurer’s** maximum aggregate liability for all **Business Interruption Costs** under this Endorsement shall not exceed the Aggregate Business Interruption Costs Limit of Liability specified in item 3 of the Declarations of this Endorsement. Such Limits of Liability shall be part of, and not in addition to, the Aggregate Single Loss Limit of Liability specified in item 1 of the Declarations of this Endorsement.
- C. All **Loss** arising out of a single incident or related incidents of **Workplace Violence** shall be considered a single **Loss**.
- D. If there is more than one **Insured**, the maximum liability of the **Insurer** for any single **Loss** sustained by more than one **Insured** shall not exceed the amount for which the **Insurer** would have been liable if the single **Loss** had been sustained by one **Insured**.

- E. The amount that the **Insurer** shall pay for any single **Loss** shall not be cumulative from **Policy Period** to **Policy Period**.
- F. Unless specified in the Declarations of this Endorsement, there is no Deductible applicable to any **Loss** covered under this Endorsement.

5. PRIOR LOSS COVERAGE

In addition to **Loss** resulting from any **Workplace Violence** first commenced during the **Policy Period**, coverage shall extend to **Loss** resulting from any **Workplace Violence** first commenced prior to the inception of the **Policy Period** provided that:

- A. an **Insured Organization** had substantially identical coverage in effect at the time of the prior **Workplace Violence**, such coverage was continuously maintained until the inception of this coverage, and **Discovery** of such **Loss** occurred after the time allowed for reporting such **Loss** under the prior coverage;
- B. if prior coverage was provided by the **Insurer** or any affiliate of the **Insurer**, such prior coverage shall be terminated as of the inception of this coverage; and
- C. the **Insurer's** maximum liability for each single **Loss** under this Endorsement shall not exceed the lesser of the applicable limit or sublimit of liability under this Endorsement or the limit or sublimit of liability available under the prior coverage.

6. LOSS REPORTING RIGHTS AND DUTIES

- A. Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed or **Discovery** by all **Insureds**.
- B. Upon **Discovery** and as a condition precedent to coverage, the **Named Organization** shall provide to the **Insurer**:
 - 1. written notice of **Discovery** as soon as practicable, but no later than 60 days after the end of the **Policy Period**; and
 - 2. a sworn proof of **Loss** with full particulars.
- C. No **Insured** shall institute legal proceedings against the Insurer regarding any **Loss** more than 2 years after **Discovery**.

7. LOSS COOPERATION

The **Insureds** shall cooperate with the **Insurer** regarding the handling and processing of all covered matters under this Policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 1

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARCH STRENGTH ENDORSEMENT
(NONPROFIT ORGANIZATION LIABILITY COVERAGE PART)**

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that:

1. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS OF LIABILITY (NO DEDUCTIBLE)

Except for the Repatriation Costs per **Employee** Limit of Liability specified below, each Limit of Liability specified below for each Coverage shall be the maximum aggregate amount that the **Insurer** shall pay under this endorsement for such Coverage (regardless of the number of insured events occurring during the **Policy Period** or the number of **Insureds** involved in such events). The Repatriation Costs per **Employee** Limit of Liability shall be part of, and not in addition to, the Repatriation Costs aggregate Limit of Liability. Each Limit of Liability specified below is in addition to, and not part of, the Limit of Liability otherwise applicable to this **Liability Coverage Part**:

| COVERAGE | LIMITS OF LIABILITY |
|--|--|
| A. Business Travel Accident | \$50,000 |
| B. Conference Cancellation | \$25,000 |
| C. Destroyed Records | \$25,000 |
| D. Death Benefit | \$50,000 |
| E. Donation Failure | \$50,000 |
| F. Emergency Real Estate Fees | \$50,000 |
| G. Immigration | \$25,000 |
| H. Fundraising Event Power Outage | \$25,000 |
| I. Identity Theft | \$50,000 |
| J. Executive Replacement | \$50,000 |
| K. Kidnapping | \$50,000 |
| L. Repatriation | \$10,000 per Employee \$50,000 aggregate |
| M. Temporary Meeting Space | \$25,000 |
| N. Terrorism Travel | \$50,000 |
| O. Trip Cancellation | \$ 2,500 |

No Deductible applies to any coverage included in this endorsement.

If an insured event is covered under this endorsement and any other part of this Policy or any other insurance policy issued by the **Insurer**, the **Insurer's** maximum aggregate liability for such insured event under this endorsement, such other part of this Policy, and such other policy combined shall be a single limit of liability equal to the highest applicable limit of liability of any of such coverages.

2. ADDITIONAL COVERAGES

Subject to the applicable Limit of Liability specified in item 1 above, the following additional coverages are offered under this Policy:

A. Business Travel Accident

The **Insurer** shall reimburse an **Insured Organization** for any Business Travel Accident Costs if an **Insured Person** suffers **Injury** during the **Policy Period** while traveling on a common carrier and carrying on an **Insured Organization's** business, provided that such Costs shall not be payable if the cause of such **Injury** was:

1. an intentional act by the **Insured Person**;
2. an act of suicide or attempted suicide;
3. an act of war; or
4. the result of a disease process.

B. Conference Cancellation

The **Insurer** shall reimburse an **Insured Organization** for any reasonable and necessary business-related conference expenses incurred and not otherwise reimbursed resulting from a business conference canceled during the **Policy Period** that an **Employee** was scheduled to attend at the request of the **Insured Organization** provided that:

1. such cancellation was caused by a **Natural Catastrophe** or a **Communicable Disease** outbreak;
2. the **Employee** must have registered for the conference at least twenty-one (21) days prior to the cancellation; and
3. the cancellation must be ordered by a governmental authority having jurisdiction over the location of the conference.

C. Destroyed Records

The **Insurer** shall reimburse an **Insured Organization** for any reasonable and necessary expenses required to reconstruct paper or electronic business records of the **Insured Organization** that are lost or destroyed resulting from a **Natural Catastrophe** or **Terrorism** occurring during the **Policy Period**.

D. Death Benefit

The **Insurer** shall pay an **Insured Organization** the Death Benefit specified in item 1 of this Endorsement for the death of an **Executive** resulting from **Terrorism** occurring during the **Policy Period**.

E. Donation Failure

The **Insurer** shall reimburse an **Insured Organization** for the amount of any donation not received resulting from any **Donation Failure** occurring during the **Policy Period** provided that:

1. the **Insured Organization** is an organization that is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code; and
2. non-cash donations shall be valued at the fair market value of such donation at the time of **Donation Failure**.

F. Emergency Real Estate Fees

The **Insurer** shall reimburse an **Insured Organization** for any reasonable and necessary realtor or real estate consulting fees resulting from the relocation of the **Insured Organization's Office** because of the "unforeseeable destruction" of such **Office** during the **Policy Period**.

G. Immigration

The **Insurer** shall reimburse an **Insured Organization** for any civil fines or penalties assessed against an **Insured** for any non-willful violation of the United States Immigration and Nationality Act ("INA") provided that such violation results from a notice of inspection, audit or investigation by a governmental agency commenced during the **Policy Period** and no coverage shall be granted to any **Insured**:

1. against whom a final judgment has been made that such **Insured** knowingly and willfully violated the INA or engaged in a pattern and practice of such violation as defined in INA; or
2. for any forfeiture of property or vehicles or any amount arising out of or related to any private right of action (RICO, injunctive or otherwise) under Title 8, USC, including any **Defense Costs**.

H. Fundraising Event Power Outage

The **Insurer** shall reimburse an **Insured Organization** for **Fundraising Costs** incurred resulting from the cancellation of a fundraising event originally scheduled to occur during the **Policy Period** provided that:

1. the cancellation is because of a power outage;
2. the fundraising event had been planned at least 21 days prior to the power outage; and
3. the fundraising event has not been rescheduled.

I. Identity Theft

The **Insurer** shall reimburse an **Executive** for **Identity Theft Costs** incurred resulting from any **Identity Theft** first discovered and reported during the **Policy Period** provided that such **Identity Theft** began to occur subsequent to the effective date of an **Insured Organization's** first policy with the **Insurer**.

J. Executive Replacement

The **Insurer** shall reimburse an **Insured Organization** for **Executive Replacement Costs** if an **Executive** suffers a violent or accidental injury during the **Policy Period** that results in the death of such **Executive** during the **Policy Period**.

K. Kidnapping

The **Insurer** shall reimburse any **Executive** for **Response Costs** incurred resulting from any **Kidnapping** during the **Policy Period** of such **Executive** or their spouse, **Domestic Partner**, parent or child provided that no coverage shall be granted for any kidnapping by or at the direction of any present or former family member of the victim.

L. Repatriation

The **Insurer** shall reimburse an **Insured Organization** for **Repatriation Costs** arising from **Repatriation** first commenced during the **Policy Period**, provided that no coverage is granted for travel to countries in a state of **Political Unrest** at the time of **Repatriation**.

M. Temporary Meeting Space

The **Insurer** shall reimburse an **Insured Organization** for the costs of renting meeting space that is necessitated by the temporary unavailability of the **Insured Organization's Office** due to

1. **Terrorism**;
2. **Natural Catastrophe**; or
3. the complete failure of a climate control system,

during the **Policy Period**, provided that coverage shall be limited to the costs of renting temporary meeting space required for meeting with natural persons or organizations who are not **Insureds** under this Policy for a period not to exceed 30 days.

N. Terrorism Travel Coverage

The **Insurer** shall reimburse any **Executive** if **Terrorism** occurs during the **Policy Period** which necessitates that such **Executive** incur both **Terrorism Travel Costs**.

O. Trip Cancellation Reimbursement

The **Insurer** shall reimburse any **Executive** for any **Nonrefundable Costs** resulting from the cancellation during the **Policy Period** of any regularly scheduled business travel on a common carrier that was scheduled to occur during the **Policy Period**.

3. DEFINITIONS

A. "Communicable Disease" means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire's Disease.

B. "Donation Failure" means any situation in which a written pledge of funds or other measurable, tangible property is made to an **Insured Organization** during the **Policy Period** that obligates the donor to make such contribution prior to the expiration of the **Policy Period** and such pledge is not honored because of:

1. the bankruptcy or reorganization of any donor after such pledge is made that prevents the donor from honoring such pledge; or
2. the unemployment or incapacitation of a natural person donor that prevents the donor from honoring such pledge.

Donation Failure excludes any situation in which: (i) a donor has filed for bankruptcy during the 7 years prior to making a donation pledge; (ii) the donor or any **Insured** had reason to believe at the time of donation that the donor would become unemployed or incapacitated; or (iii) the donor was unemployed during the 60 days prior to the time of donation.

- C. “Executive Replacement Costs”** means the following reasonable and necessary expenses for:
1. costs of advertising the employment position opening;
 2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; or
 3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.
- D. “Fundraising Costs”** means deposits forfeited and other charges paid for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable.
- E. “Identity Theft”** means the unapproved use or transfer in violation of any law of a means of identifying any **Executive** with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- F. “Identity Theft Costs”** mean any reasonable and necessary:
1. notarization costs for documents required by financial institutions or similar credit grantors or credit agencies;
 2. certified mail costs to law enforcement agencies, credit agencies, or similar credit grantors; or
 3. loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- G. “Injury”** means any:
1. physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;
 2. accidental loss of limbs or multiple fingers; or
 3. total loss of sight, speech or hearing.
- H. “Insured Organization's Office”** means the office specified in item 1 of the Declarations.
- I. “Kidnapping”** means any wrongful abduction, and holding under duress or by fraudulent means, of an **Executive**, in which a demand for payment of ransom is made to the family of such **Executive** or to the **Insured Organization**, as a condition for the release of such **Executive**.
- J. “Natural Catastrophe”** means any hurricane, tsunami, tornado, earthquake or flood.
- K. “Nonrefundable Costs”** means the following reasonable and necessary travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time

documented on the proof of cancellation, and for which your director or officer produces a receipt:

1. meals and lodging;
2. alternative transportation;
3. clothing and necessary toiletries; and
4. emergency prescription and non-prescription drug expenses.

L. "Political Unrest" means:

1. a short or long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for an **Insured Person** or poses imminent risks to the security of an **Insured Person**; or
2. a condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government's ability to assist an **Insured Person**, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff for which either an alert or travel warning has been issued by the United States Department of State.

M. "Repatriation" means the departure of any **Insured Person from the country in which such **Insured Person** resides because of any:**

1. nonmedical recommendation issued by a government official of the country in which the **Insured Person** resides or a country of which the **Insured Person** is a citizen or legal resident that any category of persons that includes the **Insured Person** should leave the country in which they reside;
2. expulsion of an **Insured Person** by the recognized government of a country in which an **Insured Person** resides, or the issuance of an expulsion order or declaration of persona non grata regarding an **Insured Person** by the recognized government of a country in which an **Insured Person** resides; or
3. wholesale confiscation or expropriation of the property, plant and equipment of an **Insured Organization** within a country in which an **Insured Person** resides,

provided that such recommendation, expulsion, or confiscation or expropriation first commences during the **Policy Period**.

N. "Repatriation Costs" means the following reasonable and necessary expenses incurred by an **Insured Organization because of **Repatriation**:**

1. travel expenses to the nearest place of safety or to a country in which an **Insured Person** is a citizen or legal resident;
2. lodging expenses up to a maximum of 7 days; and
3. **Compensation** for an **Employee** who is the subject of a **Repatriation**; provided that such coverage shall apply to the **Compensation** in effect at the time of the **Repatriation** and shall end upon the earlier of: (i) 120 days from the beginning of the **Repatriation**; or (ii) the return of the **Employee** to a country in which an **Insured Person** is a citizen or legal resident.

O. **“Response Costs”** means the following reasonable and necessary expenses regarding any **Kidnapping**:

1. security consulting by the security consultant selected by the **Insurer**;
2. independent public relations consulting;
3. travel and lodging expenses of an **Insured Person**;
4. independent legal counsel;
5. independent security guard services up to a maximum of 15 days;
6. independent negotiation services;
7. foreign language interpretation services;
8. advertising, communications, and recording equipment;
9. independent forensic analysis;
10. interest on a loan from a financial institution taken by you to finance a ransom payment as a result of a **Kidnapping**;
11. reward money paid to natural person who provides information leading to the arrest and conviction of perpetrators of any **Kidnapping**;
12. compensation paid to any:
 - a. kidnapped **Employee** following the **Kidnapping**; and
 - b. replacement **Employee** following the **Kidnapping** of another **Employee**

provided that coverage for such **Compensation** to each Employee shall be no greater than the rate in effect for the kidnapped **Executive** at the time of such **Kidnapping** and will end on the earliest of the following occurrences: (i) recovery of the deceased body of the kidnapped **Executive**; (ii) 45 days after the release of the kidnapped **Executive**; (iii) 120 days after the last communication from the kidnapped **Executive** or the perpetrators of the **Kidnapping**; or (iv) 5 years after the date of the **Kidnapping**;

13. medical, cosmetic, psychiatric and dental expenses incurred following such **Executive’s** release; and
14. travel expenses to return an **Executive** to the place where such **Executive** resided at the time of a **Kidnapping**.

P. **“Terrorism”** means any act certified pursuant to the Terrorism Risk Insurance Act.

Q. **“Terrorism Travel Costs”** means reasonable and necessary:

1. hotel expenses incurred within forty-eight (48) hours of **Terrorism** directly resulting from the cancellation of a scheduled transport by a commercial transportation carrier; and

2. Expenses incurred in rescheduling comparable transport following the cancellation described in 1 above. .

4. LOSS REPORTING

It shall be a condition precedent to coverage that any insured event be reported as soon as practicable after a **Claim Manager** first becomes aware of the occurrence of such event but no later than one year after the end of the **Policy Period**.

5. APPLICABILITY OF POLICY PROVISIONS

Regarding this endorsement: (i) General Provisions Sections 4. Spousal, Domestic Partner, Estate and Legal Representative Coverage, 5. Extended Reporting Period, 7. Deductible, 8. Defense of Claims, 9. Claim and Potential Claim Notices, 10. Interrelated Claims, and 11. Allocation shall not apply; (ii) Sections 3. Outside Directorship Liability Coverage and 4. Exclusions shall not apply; and (iii) the **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 2

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND DEFINITIONS OF EXECUTIVE (IS, WAS, OR SHALL BE)
AND INSURED PERSON (INSURED CAPACITY DURATION)**

(NONPROFIT ORGANIZATION LIABILITY COVERAGE PART)

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that:

1. Section 2. Definitions, H. "Executive" is deleted and replaced by:

"Executive" means any natural person who is, was, or shall be a duly elected or appointed:

1. director, executive director, officer, trustee, regent, governor or member of the board of managers, board of governors, advisory board or duly constituted committee of an **Insured Organization**;
2. in-house general counsel of an **Insured Organization** as well as any other natural person employed by an **Insured Organization** as an in-house attorney;
3. manager of an **Insured Organization** organized outside the United States of America if such position is equivalent to those specified in 1 or 2 above.

2. Section 2. Definitions, I. "Insured Person" is deleted and replaced by:

"Insured Person" means any:

1. **Executive**; or
2. **Employee**

A person acts in an insured capacity only during the time that such person occupies the positions described in 1 and 2 above. After termination of employment or service with an **Insured Organization**, an **Insured Person** remains an **Insured Person** for: (i) any **Wrongful Act** occurring prior to termination of employment or service; and (ii) purposes of Section 4. Exclusions, A. 6.d.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 3

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOUNDATION ENDORSEMENT

(NONPROFIT ORGANIZATION LIABILITY COVERAGE PART)

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that:

1. Declarations Item 6. Coverage Elections, E. Crisis Management Costs for a Network Security Breach or Privacy Violation is deleted and replaced by:

Insuring Agreement: Crisis Management Costs
Aggregate Sublimit of Liability: \$250,000
Network Security Breach & Privacy Violation Sublimit of Liability: \$100,000
Deductible Each Claim: None
Pending and Prior Litigation Date: 07/03/2002

2. Section 1. Insuring Agreements, E. is deleted and replaced by:

E. Crisis Management Costs Coverage

The Insurer shall pay **Crisis Management Costs** on behalf of an **Insured Organization** resulting from a **Fundraising Fraud, Management Crisis, Network Security Breach, Privacy Violation, Public Relations Event, or Regulatory Crisis** occurring during the **Policy Period** and reported as soon as practicable but no later than 60 days after the **Policy Period**.

This Insuring Agreement shall be subject to the Aggregate Sublimit of Liability specified in item 6.E of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement. Such Sublimit of Liability shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. No deductible shall apply to this Insuring Agreement.

Crisis Management Costs resulting from all **Network Security Breaches** and **Privacy Violations** combined shall also be subject to the Network Security Breach & Privacy Violation Sublimit of Liability specified in item 6.E of the Declarations. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this Insuring Agreement for all such **Crisis Management Costs**. Such Sublimit of Liability shall be part of, and not in addition to, the Aggregate Sublimit of Liability specified in item 6.E of the Declarations.

Regarding this Insuring Agreement: (i) General Provisions Sections 4. Coverage Extensions, 5. Extended Reporting Period, 7. Deductible, 8. Defense of Claims, 9. Claim and Potential Claim Notices, 10. Interrelated Claims, and 11. Allocation shall not apply; (ii) Section 4. Exclusions shall not apply; and (iii) the **Insureds** shall give to the **Insurer** all information and cooperation as the **Insurer** may reasonably request.

“**Fundraising Fraud**” means a third party unlawfully using the identity of the **Insured Organization** to solicit donations in the name of the **Insured Organization**.

“**Management Crisis**” means the death, incapacity, or criminal indictment of any **Insured Person** on whom an **Insured Organization** maintains key person life insurance.

“**Public Relations Event**” means any actual or alleged sexual:

1. abuse;
2. assault;
3. molestation; or
4. harassment,

by an **Insured Person** against a natural person who is not an **Insured Person**.

“Regulatory Crisis” means the public announcement of the commencement, or threat of commencement, of any litigation or any governmental or regulatory proceedings against an **Insured Organization**.

3. Section 2. Definitions, C. “Crisis Management Costs” is deleted and replaced by:

C. **“Crisis Management Costs”** means reasonable and necessary fees and expenses incurred by an **Insured**, with the **Insurer’s** prior written consent, for:

1. public relations firm services to mitigate reputational damage resulting from any **Fundraising Fraud, Management Crisis, Network Security Breach, Privacy Violation, Public Relations Event, or Regulatory Crisis**;
2. legal services (by an attorney selected from the **Insurer’s** panel of lawyers) regarding any **Network Security Breach** or **Privacy Violation** solely to:
 - a. provide counsel on the obligations of any applicable **Privacy Law**; and
 - b. draft notices required by any applicable **Privacy Law**;
3. the notarizing of affidavits and similar documents and the certified mailing of said documents to law enforcement agencies, credit agencies and to financial institutions resulting from a **Privacy Violation** or **Regulatory Crisis**;
4. credit monitoring services required by any applicable **Privacy Law** regarding a **Privacy Violation**; and
5. providing any legally required notices to any victims of any **Privacy Violation**.

Crisis Management Costs shall exclude: (i) any compensation, internal expenses or overhead of any **Insured**; and (ii) **Loss** not otherwise specifically described in 1, 2, 3, 4 or 5 above.

4. Section 2. Definitions, A. “Claim”, 5 is deleted and replaced by:

5. civil, criminal, administrative, or regulatory investigation of any **Insured** once such **Insured** is identified by name in a Wells Notice, subpoena or target letter by such investigating authority as a target against whom a formal proceeding described in 2, 3 or 4 above may be commenced;

5. Section 2. Definitions, G. “Excess Benefit Transaction Excise Tax” is amended to add:

Excess Benefit Transaction Excise Tax also means any tax imposed upon a foundation manager or entity manager under the following Sections of the United States Internal Revenue Code: 4941(a)(2); 4965(a)(2); 4966(a)(2); or 4967(a)(2).

6. Section 2. Definitions, L. "Loss" is amended to add:

Notwithstanding the above, **Loss** shall include any civil penalties assessed under:

- A. IRS Code Section 6652(c)(1) for a failure to file tax returns provided that: (i) any such penalty is the direct result of a self-reported violation; and (ii) the **Insurer's** maximum aggregate liability for all such penalties shall be subject to a Sublimit of Liability of \$50,000 that shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;
- B. Public Law 108-187 (the CAN-Spam Act of 2003) provided that the **Insurer's** maximum aggregate liability for all such penalties shall be subject to a Sublimit of Liability of \$50,000 that shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**;
- C. 1976 Lobby Law or the Lobbying Disclosure Act of 1995 provided that the **Insurer's** maximum aggregate liability for all such penalties shall be subject to a Sublimit of Liability of \$50,000 that shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**; or
- D. the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") other than a violation involving an employee benefit plan of any **Insured Organization**, provided that the **Insurer's** maximum aggregate liability for all such penalties shall be subject to a Sublimit of Liability of \$100,000 that shall be part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**.

7. Section 2. Definitions, O. "Outside Capacity" is deleted and replaced by:

- O. "**Outside Capacity**" means service by an **Insured Person** in any unpaid capacity of an **Outside Organization** with the knowledge and consent, or at the request, of an **Insured Organization**.

8. Section 2. Definitions, P. "Outside Organization" is amended to add:

"**Outside Organization**" also means any organization for which an **Insured Person** or **Insured Organization** was, is or shall be acting as a fiscal agent or sponsor.

9. Section 2. Definitions, U. "Publisher Wrongful Act" is amended to add:

Without limitation, the conduct described in 1 and 2 above shall include matters carried out by any means in any location, including, without limitation, the Internet (i.e. e-mail, instant messaging, social networking services, blogs, etc.), regardless of whether access to the Internet is effected (i) on or off the premises of any **Insured Organization**; or (ii) through any computer or device owned or leased by any **Insured Organization, Insured Person**, or others.

10. Section 2. Definitions, X. "Wrongful Act" is amended to add:

Wrongful Act includes any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty while acting as a fiscal sponsor by any **Insured Person** in their capacity as such or, with respect to Insuring Agreement C, by any **Insured Organization**.

11. Section 4. Exclusions, B is amended to add:

Notwithstanding the foregoing and subject to any other provision of this Policy that may apply, this **Liability Coverage Part** shall offer a Sublimit of Liability of \$100,000 for **Loss** resulting from an **Insured Organization** serving as the trustee of a charitable remainder trust. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay for all such **Loss**. Such Sublimit of Liability shall part of, and not in addition to, the Limit of Liability applicable to this **Liability Coverage Part**. Such coverage shall be excess of any indemnification available from the charitable remainder trust.

12. Section 6. Additional Limit of Liability, A. is deleted and replaced by:

- A. An Additional Limit of Liability of \$1,000,000 shall be available to pay **Non-Indemnifiable Loss** covered under Insuring Agreement A.

13. If:

- A. the premium for this Policy has been paid;
- B. this Policy is canceled or not renewed;
- C. no acquisition, merger, or consolidation as described in Section 14. Corporate Transactions, A. Takeover of Named Organization, 1 and 2 has occurred;
- D. no **Insolvency** has occurred; and
- E. this Policy is not replaced with similar management liability insurance,

then any **Retired Director** shall automatically be granted an Extended Reporting Period for the Nonprofit Organization Liability Coverage Part with an Additional Period of unlimited duration for no Additional Premium. Except as otherwise provided in this Endorsement, such Extended Reporting Period shall follow the terms of General Provisions Section 5. Extended Reporting Period. If any **Insured Organization** acquires management liability insurance at a future time that would provide coverage for a **Retired Director**, then no coverage shall be available under this provision.

“Retired Director” means any **Insured Person** member of the Board of Directors, or other governing board, of an **Insured Organization** who resigned such position prior to the end of the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 4

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OUTSIDE ORGANIZATION EXCLUSION –
WITH WHOM INSURED PERSONS SERVE IN AN OUTSIDE CAPACITY
(NONPROFIT ORGANIZATION LIABILITY COVERAGE PART)**

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that Section 4. Exclusions, A. 8 is deleted and replaced by:

- 8.** by or on behalf of any **Outside Organization** in which an **Insured Person** has served or is serving in an **Outside Capacity**, or any past or present director, officer, trustee, regent, governor or equivalent executive of any such **Outside Organization**, provided that this exclusion shall not apply to any **Claim**:
- a.** that is a derivative suit made on behalf of an Outside Organization by any persons who are not:
- 1.** **Insured Persons**; or
 - 2.** directors, officers, trustees, regents, governors or equivalent executives of the **Outside Organization**,
- and who make such **Claim** without the solicitation, assistance or participation of any such persons; or
- b.** by any:
- 1.** **Insured Persons**; or
 - 2.** directors, officers, trustees, regents, governors or equivalent executives of an **Outside Organization**,

for contribution or indemnification if such **Claim** directly results from a **Claim** that is otherwise covered under this **Liability Coverage Part**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 5

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INSURED ORGANIZATION VERSUS INSURED EXCLUSION
(NONPROFIT)**

Regarding the Nonprofit Organization Liability Coverage Part, it is agreed that Section 4. Exclusion, A.6 is deleted and replaced by:

6. in connection with any **Claim** by or on behalf of any **Insured Organization**, provided that this exclusion shall not apply to any **Claim**:
- a. that is a **Derivative Demand** or **Derivative Suit**; or
 - b. brought or maintained by or on behalf of a bankruptcy or insolvency trustee, examiner, receiver, creditors committee or similar official or committee for an **Insured Organization** or any assignee of such trustee, examiner, receiver, committee or similar official or committee if such **Claim** is made without the assistance, participation or solicitation of any **Executive**;

provided that solicitation, assistance or participation shall not include **Whistleblowing**;

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 6

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IMMIGRATION INVESTIGATION – DEFENSE COSTS SUBLIMIT
(EPL COVERAGE PART)**

Regarding the Employment Practices Liability Coverage Part, it is agreed that:

1. Section 1. Insuring Agreements is amended to add:

C. Immigration Coverage Liability

The **Insurer** shall pay **Defense Costs** on behalf of the **Insureds** resulting from an **Immigration Claim** for an **Immigration Wrongful Act** first made against the **Insureds** during the **Policy Period** or Extended Reported Period, if applicable.

2. Section 2. Definitions is amended to add:

“Immigration Claim” means any investigation of any **Insureds** commenced by the service upon the **Insured** of a notice of inspection, audit or investigation by any governmental agency for any actual or alleged hiring, harboring, employment, or attempted employment of illegal aliens or potential illegal aliens.

“Immigration Wrongful Act” means any actual or alleged violation of the Immigration Reform and Control Act of 1986 or any other similar federal or state regulations.

3. General Provisions Section 11. Allocation shall not apply to any **Immigration Claim**.

4. The **Insurer** shall provide **Defense Costs** for an **Immigration Claim** provided that such coverage shall be subject to the following:

A. The **Insurer’s** maximum aggregate limit of liability for all **Defense Costs** shall be subject to a Sublimit of \$100,000 in excess of a Deductible of \$15,000. Such Sublimit of Liability shall be part of, and not in addition to, the limit of liability applicable to this **Liability Coverage Part**.

B. It shall be the duty of the **Insureds** to defend any **Immigration Claim**.

C. The **Insurer** shall not have any duty to defend any **Immigration Claim**, provided that the **Insurer** shall have the right to:

1. associate with the **Insureds** in the defense of any **Immigration Claim**; and
2. make any investigation it deems appropriate regarding any **Immigration Claim**.

D. At the written request of the **Insureds**, the **Insurer** shall advance **Defense Costs** excess of the applicable Deductible prior to the final disposition of any **Immigration Claim**, provided that the **Insureds** shall repay such **Defense Costs** if it is subsequently determined that such **Defense Costs** are not covered under this Policy.

E. The **Insureds** shall not admit nor incur any **Defense Costs** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any **Defense Costs** to which it has not consented.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 7

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NFP WAGE AND HOUR EXCLUSION –
DEFENSE COSTS SUBLIMIT
(EPL COVERAGE PART)**

Regarding the Employment Practices Liability Coverage Part, it is agreed that:

1. Section 3. Exclusion, A.5 is amended to delete “(ii) the Fair Labor Standards Act (except the Equal Pay Act)”.
2. The **Insurer** shall not pay **Loss** for any **Wage & Hour Claim** against an **Insured**, provided that this exclusion shall not apply to any **Claim** whose sole allegation is **Retaliation**.
3. “**Wage & Hour Claim**” means any **Claim** arising from, based upon, or attributable to any: (i) federal, state, local or common law regulating the payment of compensation to any person; (ii) violation of the Fair Labor Standards Act (except the Equal Pay Act) or any similar law; (iii) overtime compensation; (iv) on-call time compensation, including, without limitation, compensation for waiting time and dressing time; (v) minimum wage or prevailing wage compensation; (vi) classification of any person for the purpose of determining eligibility for compensation; (vii) meal or rest periods; (viii) reimbursement of expenses, or (ix) maintenance of accurate records.
4. Notwithstanding item 2 above, the **Insurer** shall provide **Defense Costs** for any **Wage & Hour Claim** provided that the **Insurer’s** maximum liability for all **Defense Costs** resulting from all such **Wage & Hour Claims** combined shall be a Sublimit of Liability of \$500,000. Such Sublimit of Liability shall be the maximum aggregate amount that the **Insurer** shall pay under this coverage. Such Sublimit of Liability shall be part of, and not in addition to, the limit of liability applicable to this **Liability Coverage Part**

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 8

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF THIRD PARTY

Regarding the Employment Practices Liability Coverage Part, it is agreed that:

Section 2. Definitions, J is deleted and replaced by:

“**Third Party**” means any natural person who is not an **Employee**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 9

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NONPROFIT ARCH CANOPY PREMIERSM.
(EPL)**

Regarding the Employment Practices Liability Coverage Part, it is agreed that:

1. CLAIM DEFINITION

Section 2. Definitions, B. "Claim" is deleted and replaced by:

"**Claim**" means any:

1. written demand for monetary damages or non-monetary relief commenced by the receipt by any **Insured** of such demand;
2. civil proceeding, including, without limitation, a lawsuit, arbitration or alternative dispute resolution proceeding, commenced by the receipt by, or service upon, any **Insured** of a complaint, demand for arbitration, request for mediation, or similar document;
3. administrative or regulatory proceeding, including, without limitation, any proceeding before the Equal Employment Opportunity Commission, any state or local fair employment practices agency, or the Office of Federal Contract Compliance Programs, commenced by the receipt by, or service upon, any **Insured** of an **EEOC Charge**, notice of charges, order to show cause or similar document;
4. administrative or regulatory investigation of any **Insured** commenced by the receipt by, or service upon, any **Insured** of a formal investigative order; or
5. written request to an **Insured** to toll or waive a period or statute of limitations regarding a potential **Claim** as described above commenced by the receipt by any **Insured** of such request.

Notwithstanding the above, **Claim** excludes any: (i) labor or grievance proceeding initiated pursuant to a collective-bargaining agreement; or (ii) audit by the Office of Federal Contract Compliance Programs.

2. LOANED EMPLOYEE COVERAGE

Section 2. Definitions, C. "**Employee**" is deleted and replaced by:

"**Employee**" means any natural person whose labor or service was, is or shall be engaged and directed by any **Insured Organization**, including fulltime, part-time, seasonal, leased, loaned or temporary employees as well as volunteers. **Employee** shall not include any **Independent Contractor**.

3. PRIOR INSURANCE NOTICE – SIMILAR POLICIES

Section 3. Exclusions, A.1 is deleted and replaced by:

arising from, based upon, or attributable to any fact, circumstance or situation that, before the inception date of this Policy, was the subject of any notice given under any other employment practices liability, management liability or similar insurance policy;

4. PRIOR & PENDING LITIGATION

Section 3. Exclusions, A. 2 is deleted and replaced by:

arising from, based upon, or attributable to any:

- a. written demand, suit or proceeding made or initiated against any **Insured** on or prior to the applicable Pending and Prior Litigation Date in Item 6 of the Declarations; or
- b. any **Wrongful Act** alleged in any such demand, suit, proceeding or any **Interrelated Wrongful Acts** thereto.

5. POLLUTION EXCLUSION DELETION

Section 3. Exclusions, A.4 is deleted.

6. NEW SUBSIDIARY/MERGER COVERAGE

Regarding the Employment Practices Liability Coverage Part only, General Provisions Section 14. Corporate Transactions, B, last paragraph is deleted and replaced by:

If the number of employees of a newly merged or acquired entity exceeds 35% of the number of employees of all **Insured Organizations** combined prior to such merger or acquisition, then as a condition precedent to coverage for such new **Insureds**, the **Named Organization** shall give the **Insurer** written notice of the transaction as soon as practicable and shall pay any reasonable additional premium, and shall agree to any additional terms and conditions, required by the **Insurer**. The **Insureds** shall furnish all information regarding such transaction as the **Insurer** shall request.

7. WRONGFUL ACT DEFINITION

Section 2. Definitions K. “**Wrongful Act**” is deleted and replaced by:

“**Wrongful Act**” means:

1. Regarding Insuring Agreement A, any actual or alleged:
 - a. wrongful dismissal, discharge or termination of employment, including constructive dismissal, discharge, or termination;
 - b. employment discrimination based on age, gender, race, color, national origin, religion, creed, sexual orientation or preference, marital status, gender identity or expression, pregnancy, disability, health status, HIV status, military or veteran status, genetic makeup, political affiliation, or any other protected status specified under federal, state or local law;
 - c. sexual or other workplace harassment, including, without limitation, hostile work environment, bullying, or quid-pro-quo;
 - d. wrongful deprivation of a career opportunity, demotion, failure to employ or promote, discipline of employees, or failure to grant tenure;
 - e. breach of any oral, written, or implied employment contract or agreement including, without limitation, any obligation arising out of any employee manual, handbook, or policy statement;

- f. **Retaliation;**
- g. violation of the Family and Medical Leave Act; or
- h. provided that the following conduct relates to matters described in paragraphs a through g above:
 - 1. invasion of privacy;
 - 2. infliction of emotional distress or mental anguish;
 - 3. employment related defamation, including, without limitation, a negative or defamatory employment reference;
 - 4. employment related misrepresentation;
 - 5. failure to provide or enforce adequate or consistent corporate employment policies and procedures; or
 - 6. negligent hiring, retention, supervision, evaluation or training of **Employees,**

committed or attempted: (i) against any **Employee**, applicant for employment with any **Insured Organization**, or **Independent Contractor**; and (ii) by any **Insured Person** in their capacity as such or any **Insured Organization**.

- 2. Regarding Insuring Agreement B, any actual or alleged discrimination, sexual harassment, or violation of a **Third Party's** civil rights relating to such discrimination or sexual harassment, by any **Insured Persons** in their capacity as such or by any **Insured Organization**.

Without limitation, the conduct described in 1 and 2 above shall include matters carried out by any means in any location, including the Internet (i.e. e-mail, instant messaging, social networking services, blogs, etc.), regardless of whether access to the Internet is effected: (i) on or off the premises of any **Insured Organization**; or (ii) through any computer or device owned or leased by any **Insured Organization, Insured Person,** or others.

8. RETALIATION DEFINITION

Section 2. Definitions, H. "**Retaliation**" is deleted and replaced by:

"**Retaliation**" means any negative treatment of an **Employee** or **Independent Contractor** in response to an **Employee** or **Independent Contractor**:

- 1. exercising his or her rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, or the Americans with Disabilities Act;
- 2. refusing to violate any law;
- 3. assisting, testifying in, or cooperating with, a proceeding or investigation regarding alleged violations of law;
- 4. disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or

5. filing any claim under the False Claims Act, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, or any similar law that protects a “whistleblower”.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 10

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LATE NOTICE OF EEOC CHARGE
(GENERAL PROVISIONS)
(EMPLOYMENT PRACTICES LIABILITY COVERAGE PART)**

Regarding the Employment Practices Liability Coverage Part, it is agreed that the **Insurer** shall not deny coverage for an **EEOC Charge** on the sole basis that the **Insureds** failed to provide notice for such **EEOC Charge** as required under General Provisions Section 9. Claim and Potential Claim Notices, A provided that:

1. no **Related Claim** to such **EEOC Charge** that is a: (i) civil lawsuit, arbitration or alternative dispute resolution proceeding; (ii) administrative or regulatory proceeding; (iii) administrative or regulatory investigation; or (iv) written demand or request as described in Section 2. Definitions, B.1 or 5, is commenced prior to the end of the **Policy Period**;
2. as a condition precedent to coverage, the **Insureds** shall give the **Insurer** written notice of such **EEOC Charge** and any **Related Claim** to such **EEOC Charge** as soon as practicable, but no later than the time specified under the policy in effect at the time such **Related Claim** is made;
3. at the time that the notice described in 2 above is given to the **Insurer**, coverage under this Policy, including, without limitation, the Employment Practices Liability Coverage Part, shall have been continuously renewed, and in effect, with the **Insurer**;
4. without limiting the **Insurer** consent requirement in General Provisions Section 8. Defense of Claims, C, **Loss** incurred prior to the notice described in 2 above shall neither be covered under this Policy nor recognized as eroding the Deductible applicable to such **EEOC Charge** and any **Related Claim**; and
5. such failure does not prejudice the **Insurer**.

“**EEOC Charge**” means any written charge filed by an **Employee**, applicant for employment with any **Insured Organization**, or **Independent Contractor** with the Equal Employment Opportunity Commission or any state or local fair employment practices agency. **EEOC Charge** excludes any lawsuit, proceeding, or investigation initiated by the Equal Employment Opportunity Commission or any state or local fair employment practices agency.

“**Related Claim**” means each **Claim** for the same **Wrongful Act** or any **Interrelated Wrongful Acts**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 11

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND DEFINITIONS OF DATA AND LOSS
(CRIME COVERAGE PART)**

Regarding the Crime Coverage Part, it is agreed that:

1. Section 2. Definitions, G. “**Data**” is deleted and replaced by:

“**Data**” means information of any kind regardless of the medium in which information is stored. Such medium shall include, without limitation, accounts, microfilms, tapes or other paper or electronic records. **Data** shall include, without limitation, any financial information, credit card information, or health information.

2. Section 2. Definitions Q. “**Loss**” is deleted and replaced by:

“**Loss**” means direct loss sustained. Notwithstanding the foregoing, **Loss** shall include **Investigation Costs** if Investigation Costs Coverage is elected in Item 6 of the Declarations. **Loss** shall not include any expense incurred in response to a security breach involving **Data**, including, without limitation, any notification, identity protection, credit monitoring, public relations, forensic audit or accounting expenses or any other expenses to comply with federal or state laws or Payment Card Industry Data Security Standards.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 12

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**PAYMENT INSTRUCTION FRAUD COVERAGE
(CRIME COVERAGE PART)**

Regarding the Crime Coverage Part, it is agreed that:

1. Item 6 of the Declarations is amended to include:

| Insuring Agreement | Limit of Liability | Deductible |
|------------------------------|---------------------------|-------------------|
| H. Payment Instruction Fraud | \$50,000 | \$5,000 |

2. Section 1. Insuring Agreements is amended to add:

H. Payment Instruction Fraud

The **Insurer** shall pay **Loss** by an **Insured** of **Money** or **Securities** resulting from any **Payment Instruction Fraud**.

3. "**Payment Instruction Fraud**" means a communication from a **Third Party** that: (i) purports to be from a customer, vendor or business affiliate of an **Insured Organization**, but is actually not from such customer, vendor or business affiliate; and (ii) requests the transfer, payment or delivery of **Money** or **Securities**.
4. Regarding all Insuring Agreements other than Insuring Agreements A and H, the **Insurer** shall not be liable to pay **Loss** resulting from **Payment Instruction Fraud**.
5. Section 3. Exclusions, A.11 shall not apply to Insuring Agreement H.
6. Regarding Insuring Agreement H, the **Insureds** shall bear uninsured at their own risk 0.00 percent of such **Loss** excess of the applicable Deductible.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 13

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND DEFINITION OF MONEY- VIRTUAL CURRENCY
(CRIME COVERAGE PART)**

Regarding the Crime Coverage Part, it is agreed that:

1. Section 2. Definitions, R. "**Money**" is amended to add:

"**Money**" also means "**Virtual Currency**".

"**Virtual Currency**" means a virtual or digital representation of value that is not issued by a central bank or a public authority, but may be accepted as a means of payment and can be transferred, stored or traded electronically, whether or not it is recognized as, or exchangeable for, legal tender.

2. The **Insurer's** maximum aggregate liability under this Coverage Part for all **Losses** of **Virtual Currency** combined shall be \$15,000. Such amount shall be part of, and not in addition to, the limit of liability of the applicable Insuring Agreement. Notwithstanding Section 4. Limit of Liability and Deductible, F, the **Insurer's** liability for **Loss** of **Virtual Currency** shall apply only to that part of each **Loss** excess of \$5,000.

3. Section 10. Calculation of Loss is amended to add:

For **Loss** of **Virtual Currency**, the Insurer shall:

- A. tender the value of the **Virtual Currency** in actual currency of the country in which the **Loss** was sustained, or in the United States of America dollar equivalent, by taking the weighted average of the values of **Virtual Currency** in such actual currency as posted on the three largest relevant **Virtual Currency** exchanges, based on the volume of **Virtual Currency** exchanged, as of 12:00 PM EST on the day the **Loss** is discovered; or
- B. replace the quantity of **Virtual Currency** of such **Loss**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 14

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND EXTENDED REPORTING PERIOD – 60 DAYS
(GENERAL PROVISIONS)**

Regarding the General Provisions, it is agreed that Section 5. Extended Reporting Period, B. is deleted and replaced by:

The rights contained in this section shall terminate unless a written notice of election together with the additional premium due to received by the **Insurer** within sixty (60) days after the effective date of nonrenewal or cancellation.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number: 15

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMEND POST POLICY REPORTING – 90 DAYS
(GENERAL PROVISIONS)**

It is agreed that Section 9. Claim and Potential Claim Notices, paragraph A. has been deleted and replaced by:

- A.** As a condition precedent to coverage under any **Liability Coverage Part**, the **Insureds** shall give the **Insurer** written notice of any **Claim** as soon as practicable, but no later than 90 days after the end of the **Policy Period** or the Extended Reporting Period, if applicable. Such notice shall specify the **Liability Coverage Part** under which notice is being given.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 16

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN AMENDATORY ENDORSEMENT

Regarding the General Provisions for Nonprofit Organizations, it is agreed that:

1. Section 21. Cancellation, paragraph C. is deleted and replaced by:

If this Policy is cancelled by the **Named Organization** or the **Insurer**, the **Insurer** shall refund the excess of paid premium or assessment above the pro rata rates for the expired time. The minimum earned premium shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater. Premium adjustment may be made as soon as practicable after cancellation is effective. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation.

2. Section 22. Bankruptcy is deleted and replaced by:

The insolvency or bankruptcy of any **Insured** or of any **Insured's** estate shall not release the **Insurer** from its obligation under the Policy, and if an execution against an **Insured** is returned unsatisfied in an action brought by an injured person because of such insolvency or bankruptcy, an action may be maintained by the injured person against the **Insurer** under the terms of this Policy for the amount of the judgment not to exceed the Policy's Limit of Liability as provided in Item 6 of the Declarations.

3. Section 23. Notices, B is amended to add:

Notwithstanding any other provision of this Policy, notice may also be provided to any authorized agent of the **Insurer** located within the state of Michigan. Failure to give any notice within any time period specified in the Policy shall not invalidate any **Claim** made by the **Insured** if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 17

Policy Number: NFP0125670-04

Named Insured: Michigan State Bar Foundation

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: July 03, 2021