

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
Company Tracking Number: AIC-07-MP-13  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

## Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, Pa.  
Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION SERFF Tr Num: AGNY-125370547 State: Arkansas  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 05.0000 CMP Sub-TOI Combinations Co Tr Num: AIC-07-MP-13 State Status: Fees received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
Author: Lakesha Houser Disposition Date: 12/26/2007  
Date Submitted: 11/30/2007 Disposition Status: Approved  
Effective Date Requested (New): 12/30/2007 Effective Date (New): 12/30/2007  
Effective Date Requested (Renewal): 12/30/2007 Effective Date (Renewal): 12/30/2007

State Filing Description:

## General Information

Project Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION Status of Filing in Domicile:  
Project Number: AIC-07-MP-13 Domicile Status Comments:  
Reference Organization: NA Reference Number: NA  
Reference Title: NA Advisory Org. Circular: NA  
Filing Status Changed: 12/26/2007  
State Status Changed: 11/30/2007 Deemer Date:  
Corresponding Filing Tracking Number:

Filing Description:

The above-referenced companies submit for your review and approval their AIG NOT-FOR-PROFIT RISK PROTECTOR SM SB EDITIONSM Program SB Version. This program consists of a package of management and liability coverages for non-profits, with revenues of \$10M or less, excluding Healthcare organizations, which provide acute medical care services in a facility licensed as a hospital. It includes coverages for directors and officers liability,

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employment practices liability, fiduciary liability, errors and omissions, crime and kidnap, ransom and extortion.

Please refer to the attached Forms Listing for information about the forms included in this submission.

Please note that the management and professional liability coverages will be priced on an (a) rate basis. The crime coverage will be rated in accordance with the currently filed ISO Crime/Fidelity loss costs and the kidnap, ransom and extortion coverage will be rated using the currently approved kidnap and ransom rating plan on file with your department.

## Company and Contact

### Filing Contact Information

Lakesha Houser, lakesha.houser@aig.com  
 175 Water Street - 17th Floor (212) 458-5950 [Phone]  
 New York, NY 10038 (212) 458-7077[FAX]

### Filing Company Information

National Union Fire Insurance Company of Pittsburgh, Pa.	CoCode: 19445	State of Domicile: Pennsylvania
70 Pine Street	Group Code:	Company Type:
New York, NY 10270	Group Name:	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 25-0687550	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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SERFF Tracking Number: AGNY-125370547 State: Arkansas  
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Pittsburgh, Pa.  
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National Union Fire Insurance Company of \$50.00 11/30/2007 16893814  
Pittsburgh, Pa.



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/26/2007	12/26/2007

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## Disposition

Disposition Date: 12/26/2007  
Effective Date (New): 12/30/2007  
Effective Date (Renewal): 12/30/2007  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	DECLARATIONS	Approved	Yes
<b>Form</b>	GENERAL TERMS AND CONDITIONS	Approved	Yes
<b>Form</b>	D&O COVERAGE SECTION	Approved	Yes
<b>Form</b>	EPL COVERAGE SECTION	Approved	Yes
<b>Form</b>	FLI COVERAGE SECTION	Approved	Yes
<b>Form</b>	CIP COVERAGE SECTION	Approved	Yes
<b>Form</b>	KRE COVERAGE SECTION	Approved	Yes
<b>Form</b>	CRIME COVERAGE SECTION	Approved	Yes
<b>Form</b>	ADDITIONAL INSURED ENDORSEMENT CO-DEFENDANT COVERAGE	Approved	Yes
<b>Form</b>	RUN OFF ENDORSEMENT	Approved	Yes
<b>Form</b>	CAPTIVE INSURANCE COMPANY EXCLUSION WITH SPECIFIC CAPTIVE CARVE OUT AND SPECIFIC E&O EXCLUSION	Approved	Yes
<b>Form</b>	DISPUTE RESOLUTION PROCESS AMENDED ENDORSEMENT	Approved	Yes
<b>Form</b>	BANKRUPTCY INSOLVENCY AND CREDITORS EXCLUSION	Approved	Yes
<b>Form</b>	PRIOR ACTS EXCLUSION	Approved	Yes
<b>Form</b>	SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION	Approved	Yes
<b>Form</b>	SPECIFIC CLAIMS/ LITIGATION EXCLUSION	Approved	Yes
<b>Form</b>	STRIKES SLOWDOWNS WORKSTOPPAGES AND LOCKOUTS EXCLUSION	Approved	Yes
<b>Form</b>	FOR PROFIT SUBSIDIARY COVERAGE DELETED	Approved	Yes
<b>Form</b>	TOTAL TERRORISM EXCLUSION	Approved	Yes

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<b>Form</b>	IRS TAX EXEMPT CERTIFICAITON EXCLUSION	Approved	Yes
<b>Form</b>	BIG APPLE ENDORSEMENT	Approved	Yes
<b>Form</b>	ADR CLUASE DELETED ENDORSEMENT	Approved	Yes
<b>Form</b>	POLICY CANCELLATION ENDORSEMENT	Approved	Yes
<b>Form</b>	POLICY REINSTATEMENT ENDORSEMENT (AFTER CANCELLATION FOR NONPAYMENT OF PREMIUM)	Approved	Yes
<b>Form</b>	RETENTION WAIVER ENDORSEMENT	Approved	Yes
<b>Form</b>	ITEM 2 OF THE DECLARATIONS AMENDED ENDORSEMENT	Approved	Yes
<b>Form</b>	CAPTIVE INSURANCE COMPANY EXCLUSION WITH SPECIFIC CAPTIVE CARVE OUT AND SPECIFIC E&O EXCLUSION (NY ONLY)	Approved	Yes
<b>Form</b>	CAPTIVE INSURANCE COMPANY EXLCUSION	Approved	Yes
<b>Form</b>	COMMISSIONS EXLCUSION	Approved	Yes
<b>Form</b>	ITEM 1 OF THE DECLARATIONS AMENDED ENDORSEMENT	Approved	Yes
<b>Form</b>	ANTITRUST CLAIMS SEPERATE RETENTION AND SUBLIMIT OF LIABILITY	Approved	Yes
<b>Form</b>	ANTITRUST CLAIMS SUBLIMIT OF LIABILITY	Approved	Yes
<b>Form</b>	PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS (WITH LIMITS AMENDED)	Approved	Yes
<b>Form</b>	SPECIFIC INDIVIDUAL EXCLUSION CLAIMS BROUGHT BY OR AGAINST	Approved	Yes
<b>Form</b>	SPECIFIC CLAIMS EXCLUSION (ART)	Approved	Yes

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<b>Form</b>	SPECIFIC ENTITY EXCLUSION CLAIMS BROUGHT BY OR AGAINST	Approved	Yes
<b>Form</b>	SUBSIDIARY ADDITION TO THE DEFINITION OF SUBSIDIARY	Approved	Yes
<b>Form</b>	DEFAMATION SUBLIMIT OF LIABILITY	Approved	Yes
<b>Form</b>	FEDERAL IMMIGRATION AND NATIONALITY ACT CLAIMS COVERAGE WITH SUBLIMIT	Approved	Yes
<b>Form</b>	PAC ENDORSEMENT	Approved	Yes
<b>Form</b>	ACCREDITATION AND PEER REVIEW CLAIMS SUBLIMIT OF LIABILITY- SEPERATE RETENTION	Approved	Yes
<b>Form</b>	ACCREDITITION AND PEER REIVEW CLAIMS SPERATE RETENTION	Approved	Yes
<b>Form</b>	CONTINUITY DATE EXCESS LIMITS	Approved	Yes
<b>Form</b>	ENDORSEMENT DELETED	Approved	Yes
<b>Form</b>	NAMED ORGANIZATION AMENDED	Approved	Yes
<b>Form</b>	ANTITRUST CLAIMS SEPARATE RETENTION AND SUBLIMIT OF LIABILITY AND COINSURANCE	Approved	Yes
<b>Form</b>	PENDING ADN PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS	Approved	Yes
<b>Form</b>	PUNITIVIE DAMAGES SUBLIMIT OF LIABILITY	Approved	Yes
<b>Form</b>	SEXUAL MISCONDUCT COVERAGE WITH SUBLIMIT AND SEPEATE RETENTION	Approved	Yes
<b>Form</b>	ALTERNATE APPLICATION RELIANCE ENDORSEMENT	Approved	Yes
<b>Form</b>	SOCIAL SERVICES ORGANIZATION AMENDATORY	Approved	Yes
<b>Form</b>	DONOR DISPUTE ARBITRATION COVERAGE WITH SUBLIMIT	Approved	Yes
<b>Form</b>	INVIDIVIDUAL LABOR LEADER	Approved	Yes

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Form	COVERAGE		
Form	BRAODCASTING LIABILITY EXCLUSION	Approved	Yes
Form	GOVERNMENTAL FUNDING EXLCUSION	Approved	Yes
Form	SPONSORED SERVICES EXCLUSION	Approved	Yes
Form	TRADING ACTIVITES EXCLUSION	Approved	Yes
Form	DEFAMATION EXCLUSION	Approved	Yes
Form	ANTITRUST EXCLUSION	Approved	Yes
Form	BONDHOLDER EXCLUSION	Approved	Yes
Form	DEVELOPMENT EXCLUSION	Approved	Yes
Form	FALURE TO MAINTAIN INSURANCE EXCLUSION WITH CARVEOUT FOR NONINDEMNIFIABLE LOSS	Approved	Yes
Form	FAILURE TO MAINTAIN INSURANCE EXLCUSOIN	Approved	Yes
Form	FIRST AMENDMENT COVERAGE	Approved	Yes
Form	ACCREDIATION EXLCUSION	Approved	Yes
Form	LIBRARY ACESS COVERAGE	Approved	Yes
Form	PROFESSIONAL ERROS AND OMMISSION EXLCUSION DERIVATIVE CLIAMS CARVEOUT	Approved	Yes
Form	PROFESSIONAL ERROS AND OMMISSIONS EXCLUSION	Approved	Yes
Form	REGULATORY EXCLUSION	Approved	Yes
Form	DELETE IRS FINES AND REGULATORY LEGISLATION FINES AND PENALTIES COVER ENDORSEMENT	Approved	Yes
Form	NOT FOR PROFIT COUNTRY CLUB AMENDATORY	Approved	Yes
Form	NON EMPLOYMENT DISCRIMINATION CLAIMS SUBLIMIT	Approved	Yes
Form	SEPERATE RETENTION FOR EPLI AND	Approved	Yes

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CLASS ACTION CLAIMS  
 ENDORSEMENT

<b>Form</b>	CLAIM DEFINITION AMENDED EXCLUDE EEOC	Approved	Yes
<b>Form</b>	SCHEDULE OF SUBSIDIARIES AND SUBLIMIT OF LIABILITY ENDORSEMENT	Approved	Yes
<b>Form</b>	RELIGIOUS AMENDATORY	Approved	Yes
<b>Form</b>	GOVERNMENT ENTITY INVESTIGATION COVERAGE	Approved	Yes
<b>Form</b>	REINSTATEMENT OF LIMIT EXCESS STANDARD	Approved	Yes
<b>Form</b>	REINSTATEMENT AMENDED SEPERATE RETENTION FOR CONTRACT CLAIMS	Approved	Yes
<b>Form</b>	HIGHER EDUCATION ORGANIZATION NOT FOR PROFIT AMENDATORY ENDORSEMENT	Approved	Yes
<b>Form</b>	EDUCATIONAL ORGANIZATION NO FOR PROFIT AMENDATORY ENDORSEMENT	Approved	Yes
<b>Form</b>	NOT FOR PROFIT HEALTH CARE EDUCATION ORGANIZATION COVERAGE EXTENSION	Approved	Yes
<b>Form</b>	NOT FOR PROFIT HEALTH CARE ORGANIZATION AMENDATORY ENDORSEMENT	Approved	Yes
<b>Form</b>	LABOR UNION ENDORSEMENT	Approved	Yes
<b>Form</b>	DELETION OF 3rd PARTY COVERAGE	Approved	Yes
<b>Form</b>	LABOR ORGANIZATION APPRENTICESHIP TRAINING AMENDATORY ENDORSEMENT	Approved	Yes
<b>Form</b>	CHARER SCHOOL AMENDATORY ENDORSEMENT	Approved	Yes
<b>Form</b>	DEDUCTIBLE EXTORTION	Approved	Yes

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**ENDORSEMENT**

<b>Form</b>	EMPLOYEES REDEFINED	Approved	Yes
<b>Form</b>	TERRITORY AMENDATORY	Approved	Yes
	ENDORSEMENT		
<b>Form</b>	ADD CREDIT DEBIT OR CHARGE	Approved	Yes
	CARD FORGERY		
<b>Form</b>	ADDITIONAL NAMED INSURED	Approved	Yes
<b>Form</b>	AGGREGATE LIMIT OF INSURANCE	Approved	Yes
	ENDORSEMENT		
<b>Form</b>	COINSURANCE	Approved	Yes
<b>Form</b>	EXCLUDE SPECIFIED PROPERTY	Approved	Yes
<b>Form</b>	EXCLUDED DESIGNATED PERSONS	Approved	Yes
	OR CLASSES OF PERSONS AS		
	EMPLOYEES		
<b>Form</b>	GUESTS PROPERTY	Approved	Yes
<b>Form</b>	INCLUDE CHAIRPERSON AND	Approved	Yes
	MEMBERS OF SPECIFIED		
	COMMITTEES AS EMPLOYEES		
<b>Form</b>	INCLUDE SPECIFIED DIRECTORS AND	Approved	Yes
	TRUSTEES ON COMMITTEES AS		
	EMPLOYEES		
<b>Form</b>	JOINT LOSS PAYABLE	Approved	Yes
<b>Form</b>	INCLUDE SPECIFIED NON	Approved	Yes
	COMPENSATED OFFICERS AS		
	EMPLOYEES		
<b>Form</b>	PRIOR THEFT OR DISHONESTY	Approved	Yes
<b>Form</b>	PROTECTIVE DEVICES	Approved	Yes
<b>Form</b>	REVISION OF DISCOVERY	Approved	Yes
<b>Form</b>	SUBSEQUENT SUSTAINED LOSS	Approved	Yes
	EXCLUSION		
<b>Form</b>	AMEND TERRITORIAL LIMITS	Approved	Yes
<b>Form</b>	ATM EXCLUSION	Approved	Yes
<b>Form</b>	CLIENTS PROPERTY	Approved	Yes

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<b>Form</b>	CRIME ADVANTAGE	Approved	Yes
<b>Form</b>	EXCLUDE LOSS OF CLIENTS PROPERTY	Approved	Yes
<b>Form</b>	FUNDS TRANSFER FRAUD	Approved	Yes
<b>Form</b>	INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEES	Approved	Yes
<b>Form</b>	DEFINITION OF ADMINISTRATIVE ACTION AMENDED	Approved	Yes
<b>Form</b>	CLAIM DEFINITION AMENDATORY ENDORSEMENT	Approved	Yes
<b>Form</b>	FAIR AND ACCURATE CREDIT TRANSACTIONS ACT EXCLUSION AMENDATORY ENDORSEMENT	Approved	Yes
<b>Form</b>	COINSURANCE ENDORSEMENT	Approved	Yes
<b>Form</b>	CONTINUITY DATE AMENDATORY ENDORSEMENT	Approved	Yes
<b>Form</b>	NOTICE OF PERIOD DEFINITION AMENDED	Approved	Yes
<b>Form</b>	POST EVENT SERVICES OF SUBLIMIT OF ISNURANCE ENDORSEMENT	Approved	Yes
<b>Form</b>	ADDITIONAL LISTED PLANS	Approved	Yes
<b>Form</b>	AUTO PLAN THRESHOLD AMENED	Approved	Yes
<b>Form</b>	BENEFITS WORDING AMENDED	Approved	Yes
<b>Form</b>	CASH BALANCE AND PENSION EQUITY PLAN EXLCUSION	Approved	Yes
<b>Form</b>	CLAUSE 12 AMENDED WAIVER FOR SPECIFIC TRANSACTIONS	Approved	Yes
<b>Form</b>	CONTINUITY DATE AMENDED	Approved	Yes
<b>Form</b>	FAILURE TO EFFECT AND OR MAINTAIN INSURANCE ELXCUSION	Approved	Yes
<b>Form</b>	FAILURE TO EFFECT OR MAINTAIN BOND EXCLUSION	Approved	Yes
<b>Form</b>	FULL GOVERNMENT AND	Approved	Yes

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**REGULATORY EXCLUSION**

<b>Form</b>	MULTIEMPLOYER EXTENSION ENDORSEMENT	Approved	Yes
<b>Form</b>	PENDING AND PRIOR LITIGATION KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS	Approved	Yes
<b>Form</b>	PRIOR ACTS EXCLUSION FOR EXCESS COVERAGE	Approved	Yes
<b>Form</b>	PRIOR ACTS EXCLUSION	Approved	Yes
<b>Form</b>	REVERSION OF ASSETS EXCLUSION general	Approved	Yes
<b>Form</b>	REVERSION OF ASSESTS EXCLUSION plan termination	Approved	Yes
<b>Form</b>	SPECIFIC INVESTIGATION CLIAM LITIGATION EVENT OR ACT EXCLUSION	Approved	Yes
<b>Form</b>	SPECIFIC INVESTMENT EXCLUSION	Approved	Yes
<b>Form</b>	SPECIFIC LITIGATION EXCLUSION	Approved	Yes
<b>Form</b>	SPONSORED ORGANIZATION SECURITIES SEPERATE RETENTION	Approved	Yes
<b>Form</b>	STOCK FLUCTUATION EXCLUSION	Approved	Yes
<b>Form</b>	APPLICATION	Approved	Yes
<b>Form</b>	VOLUNTARY COMPLIANCE LOSS RENTENTION	Approved	Yes
<b>Form</b>	502 C ERISA PENTALTY COVERAGE WITH SUBLIMIT	Approved	Yes
<b>Form</b>	502 I 502 i DELETED	Approved	Yes
<b>Form</b>	ACTUARIAL ERRORS AND OMMISSIONS EXCLUSION	Approved	Yes
<b>Form</b>	ADDITIONAL LIMIT FOR DEFENSE COSTS	Approved	Yes
<b>Form</b>	ADDITIONAL LISTED PLANS AP	Approved	Yes
<b>Form</b>	CONTINUITY DATES AMENDED	Approved	Yes
<b>Form</b>	AR AMENDATORY	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	DECLARATIONS	95957	10/07	Declaration New s/Schedule		0.00	95957 (10-07) NFPRP SB Edition Declaraions (Admitted) (95957 (10-07)).pdf
Approved	GENERAL TERMS AND CONDITIONS	95958	10/07	Policy/CoveNew rage Form		0.00	95958_10-07_ NFPRP SB Edition GT _Admitted_ _95958_10-0...pdf
Approved	D&O COVERAGE SECTION	95959	10/07	Policy/CoveNew rage Form		0.00	95959_10-07_ NFPRP SB Edition D&O _Admitted_ _95959_10-0...pdf
Approved	EPL COVERAGE SECTION	95960	10/07	Policy/CoveNew rage Form		0.00	95960_10-07_ NFPRP SB Edition EPL _Admitted_ _95960_10-0...pdf
Approved	FLI COVERAGE SECTION	95961	10/07	Policy/CoveNew rage Form		0.00	95961_10-07_ NFPRP SB Edition

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Approval	Coverage Section	Policy Number	Effective Date	Description	Amount	File Name
Approved	CIP COVERAGE SECTION	95962	10/07	Policy/Coverage Form	0.00	FLI _Admitted_ _95961_10- 0....pdf
Approved	KRE COVERAGE SECTION	95963	10/07	Policy/Coverage Form	0.00	95962_10- 07_ NFPRP EB Edition CIP _Admitted_ _95962_10- 0....pdf
Approved	CRIME COVERAGE SECTION	95964	10/07	Policy/Coverage Form	0.00	95963_10- 07_ NFPRP SB Edition KRE _Admitted_ _95963_10- 0....pdf
Approved	ADDITIONAL INSURED ENDORSEMENT CO-DEFENDANT COVERAGE	96027	10/07	Endorsement/Amendment/Conditions	0.00	95964_10- 07_ NFPRP SB Edition CRIME _Admitted_ _95964 _10....pdf
Approved	RUN OFF ENDORSEMENT	96040	10/07	Endorsement/Amendment/Conditions	0.00	96027 GT ADDITIONA L INSURED _CO- DEFENDAN T COVERAGE _ END.pdf
Approved						96040 GT RUN-OFF END.pdf

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 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Policy Description	Policy No.	Effective Date	Endorsement Description	Amount	Attachment
Approved	CAPTIVE INSURANCE COMPANY EXCLUSION WITH SPECIFIC CAPTIVE CARVE OUT AND SPECIFIC E&O EXCLUSION	96046	10/07	Endorsement/Amendment/Conditions	0.00	96046 GT CAPTIVE INSURANCE COMPANY EXCLUSION_WITH SPECIFIC CAPTIVE CARVE OUT AND SPECIFIC E&O EXCLUSION CA....pdf
Approved	DISPUTE RESOLUTION PROCESS AMENDED ENDORSEMENT	96049	10/07	Endorsement/Amendment/Conditions	0.00	96049 GT ADR ENDORSEMENT.pdf
Approved	BANKRUPTCY INSOLVENCY AND CREDITORS EXCLUSION	96050	10/07	Endorsement/Amendment/Conditions	0.00	96050 GT BANKRUPTCY EXCLUSION .pdf
Approved	PRIOR ACTS EXCLUSION	96053	10/07	Endorsement/Amendment/Conditions	0.00	96053 GT PRIOR ACTS EXCLUSION .pdf
Approved	SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION	96054	10/07	Endorsement/Amendment/Conditions	0.00	96054 GT SEXUAL MISCONDUCT EXCLUSION .pdf
Approved	SPECIFIC CLAIMS/LITIGATION EXCLUSION	96055	10/07	Endorsement/Amendment/Conditions	0.00	96055 GT SPECIFIC CLAIMS LITIGATION

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-07-MP-13  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Liability  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Description	Policy No	Effective Date	Action	Amount	File Name
Approved	STRIKES SLOWDOWNS WORKSTOPPAGES AND LOCKOUTS EXCLUSION	96057	10/07	Endorsement/Amendment/Conditions	0.00	96057 GT STRIKES EXCLUSION.pdf
Approved	FOR PROFIT SUBSIDIARY COVERAGE DELETED	96058	10/07	Endorsement/Amendment/Conditions	0.00	96058 GT FOR-PROFIT SUBS DELETED.pdf
Approved	TOTAL TERRORISM EXCLUSION	96059	10/07	Endorsement/Amendment/Conditions	0.00	96059 GT TOTAL TERRORISM EXCLUSION.pdf
Approved	IRS TAX EXEMPT CERTIFICATION EXCLUSION	96137	10/07	Endorsement/Amendment/Conditions	0.00	96137 GT IRS TAX-EXEMPT CERTIFICATION EXCLUSION.pdf
Approved	BIG APPLE ENDORSEMENT	96163	10/07	Endorsement/Amendment/Conditions	0.00	96163 GTBIG APPLE END.pdf
Approved	ADR CLAUSE DELETED ENDORSEMENT	96210	10/07	Endorsement/Amendment/Conditions	0.00	96210 GT ADR CLAUSE DELETED.pdf
Approved	POLICY	96211	10/07	Endorsement New	0.00	96211 GT

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 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Liability Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Policy Description	Policy No	Effective Date	Endorsement Description	Amount	Attachment
Approved	CANCELLATION ENDORSEMENT POLICY REINSTATEMENT ENDORSEMENT (AFTER CANCELLATION FOR NONPAYMENT OF PREMIUM)	96212	10/07	nt/Amendm ent/Condi ons	0.00	CANCELLA TION END.pdf 96212 GT POLICY REINSTATE MENT END _AFTER CANCEL FOR NON- PAY_1.pdf
Approved	RETENTION WAIVER ENDORSEMENT	96213	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96213 GT RETENTION WAIVER END.pdf
Approved	ITEM 2 OF THE DECLARATIONS AMENDED ENDORSEMENT	96214	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96214 DEC ITEM 2 AMENDED END.pdf
Approved	CAPTIVE INSURANCE COMPANY EXCLUSION WITH SPECIFIC CAPTIVE CARVE OUT AND SPECIFIC E&O EXCLUSION (NY ONLY)	96215	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96215 GT CAPTIVE INS CO EXCLUSION _WITH SPECIFIC CAPTIVE CARVE- OUT ....pdf
Approved	CAPTIVE INSURANCE COMPANY EXCLUSION	96216	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96216 CAPTIVE INSURANC E CO EXCLUSION

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
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 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Liability Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Description	Policy No	Effective Date	Action	Amount	File Name
Approved	COMMISSIONS EXCLUSION	96217	10/07	Endorsement/Amendment/Conditions	0.00	96217 COMMISSIONS EXCLUSION.pdf
Approved	ITEM 1 OF THE DECLARATIONS AMENDED ENDORSEMENT	96218	10/07	Endorsement/Amendment/Conditions	0.00	96218 DEC ITEM 1 AMENDED ENDORSEMENT.pdf
Approved	ANTITRUST CLAIMS SEPERATE RETENTION AND SUBLIMIT OF LIABILITY	96017	10/07	Endorsement/Amendment/Conditions	0.00	96017 DO ANTITRUST CLAIMS _SEPARATE RETENTION AND SUBLIMIT_.pdf
Approved	ANTITRUST CLAIMS SUBLIMIT OF LIABILITY	96018	10/07	Endorsement/Amendment/Conditions	0.00	96018 DO ANTITRUST CLAIMS _SUBLIMIT_.pdf
Approved	PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS (WITH LIMITS AMENDED)	96019	10/07	Endorsement/Amendment/Conditions	0.00	96019 DO PP LIT FOR EXCESS LIMITS _WITH LIMITS AMENDED_.pdf
Approved	SPECIFIC	96020	10/07	Endorsement/Amendment/Conditions	0.00	96020

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 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Liability  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
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	INDIVIDUAL EXCLUSION CLAIMS BROUGHT BY OR AGAINST			nt/Amendm ent/Condi ons		SPECIFIC INDIVIDUAL EXCLUSION .pdf
Approved	SPECIFIC CLAIMS EXCLUSION (ART)	96021	10/07	Endorseme nt/Amendm ent/Condi ons	0.00	96021 DO SPECIFIED EVENT _ART_ EXCLUSION .pdf
Approved	SPECIFIC ENTITY EXCLUSION CLAIMS BROUGHT BY OR AGAINST	96022	10/07	Endorseme nt/Amendm ent/Condi ons	0.00	96022 DO SPECIFIC ENTITY EXCLUSION .pdf
Approved	SUBSIDIARY ADDITION TO THE DEFINITION OF SUBSIDIARY	96023	10/07	Endorseme nt/Amendm ent/Condi ons	0.00	96023 DO SUBSIDIAR Y - ADDITION TO THE DEFINITION OF SUBSIDIAR Y.pdf
Approved	DEFAMATION SUBLIMIT OF LIABILTY	96024	10/07	Endorseme nt/Amendm ent/Condi ons	0.00	96024 DO DEFAMATIO N SUBLIMIT END.pdf
Approved	FEDERAL IMMIGRATION AND NATIONALITY ACT CLAIMS COVERAGE	96025	10/07	Endorseme nt/Amendm ent/Condi ons	0.00	96025 DO FEDERAL IMMIGRATI ON AND NATIONALI TY ACT

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 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
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 Liability  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
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WITH SUBLIMIT						CLAIMS COVERAGE ....pdf
Approved	PAC ENDORSEMENT	96026	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96026 DO PAC END.pdf
Approved	ACCREDITATION AND PEER REVIEW CLAIMS SUBLIMIT OF LIABILITY- SEPERATE RETENTION	96028	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96028 DO ACCREDITA TION AND PEER REVIEW CLAIMS.pdf
Approved	ACCREDITTION AND PEER REIVEW CLIAMS SPERATE RETENTION	96029	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96029 DO ACCREDIAT ION AND PEER REVIEW CLAIMS _SEPARAT E RETENTION ....pdf
Approved	CONTINUITY DATE EXCESS LIMITS	96030	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96030 DO CONTINUIT Y DATE EXCESS LIMITS END.pdf
Approved	ENDORSEMENT DELETED	96032	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96032 ENDORSEM ENT DELETION END.pdf
Approved	NAMED	96033	10/07	Endorseme New	0.00	96033 DEC

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 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

	ORGANIZATION			nt/Amendm		NAMED
	AMENDED			ent/Condi		ORGANIZAT
				ons		ION
						AMENDED.p
						df
Approved	ANTITRUST CLAIMS SEPARATE RETENTION AND SUBLIMIT OF LIABILITY AND COINSURANCE	96034	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96034 DO ANTITRUST CLAIMS.pdf
Approved	PENDING ADN PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS	96036	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96036 PPL FOR EXCESS LIMITS.pdf
Approved	PUNITIVIE DAMAGES SUBLIMIT OF LIABILITY	96038	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96038 PUNITIVE DAMAGES SUBLIMIT.p df
Approved	SEXUAL MISCONDUCT COVERAGE WITH SUBLIMIT AND SEPEATE RETENTION	96042	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96042 DO SEXUAL MISCONDU CT COVERAGE WITH SUBLIMIT AND SEPARATE

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 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Liability Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Description	Policy No.	Effective Date	Endorsement/Condition	Amount	File Name
Approved	ALTERNATE APPLICATION RELIANCE ENDORSEMENT	96044	10/07	Endorsement/Conditions	0.00	R....pdf 96044 ALTERNATIVE APPLICATION RELIANCE END.pdf
Approved	SOCIAL SERVICES ORGANIZATION AMENDATORY	96045	10/07	Endorsement/Conditions	0.00	96045 SOCIAL SERVICES AMENDATORY END.pdf
Approved	DONOR DISPUTE ARBITRATION COVERAGE WITH SUBLIMIT	96047	10/07	Endorsement/Conditions	0.00	96047 DO DONOR DISPUTE ARBITRATION WITH SUBLIMIT.pdf
Approved	INDIVIDUAL LABOR LEADER COVERAGE	96048	10/07	Endorsement/Conditions	0.00	96048 INDIVIDUAL LABOR LEADER COVER END.pdf
Approved	BROADCASTING LIABILITY EXCLUSION	96051	10/07	Endorsement/Conditions	0.00	96051 DO BROADCASTING LIABILITY EXCLUSION .pdf
Approved	GOVERNMENTAL FUNDING EXCLUSION	96052	10/07	Endorsement/Conditions	0.00	96052 DO GOV'T FUNDING EXCLUSION

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 Liability  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Category	Code	Date	Description	Value	File Name
Approved	SPONSORED SERVICES EXCLUSION	96056	10/07	Endorsement/Amendment/Conditions	0.00	96056 DO SPONSORED SERVICES EXCLUSION .pdf
Approved	TRADING ACTIVITIES EXCLUSION	96060	10/07	Endorsement/Amendment/Conditions	0.00	96060 DO TRADING ACTIVITIES EXCLUSION .pdf
Approved	DEFAMATION EXCLUSION	96061	10/07	Endorsement/Amendment/Conditions	0.00	96061 DO DEFAMATION EXCLUSION .pdf
Approved	ANTITRUST EXCLUSION	96063	10/07	Endorsement/Amendment/Conditions	0.00	96063 DO ANTITRUST EXCLUSION .pdf
Approved	BONDHOLDER EXCLUSION	96064	10/07	Endorsement/Amendment/Conditions	0.00	96064 DO BONDHOLDER EXCLUSION .pdf
Approved	DEVELOPMENT EXCLUSION	96132	10/07	Endorsement/Amendment/Conditions	0.00	96132 DO DEVELOPMENT EXCLUSION .pdf
Approved	FALURE TO MAINTAIN INSURANCE EXCLUSION WITH	96133	10/07	Endorsement/Amendment/Conditions	0.00	96133 DO FAILURE TO MAINTAIN EXCLUSION .pdf

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 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
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	CARVEOUT FOR NONINDEMNIFI ABLE LOSS								_WITH SIDE A_.pdf
Approved	FAILURE TO MAINTAIN INSURANCE EXLCUSOIN	96134	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96134 DO FAILURE TO MAINTAIN EXCLUSION .pdf			
Approved	FIRST AMENDMENT COVERAGE	96135	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96135 DO FIRST AMENDMEN T COVER END.pdf			
Approved	ACCREDIATION EXLCUSION	96136	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96136 DO ACCREDITA TION EXCLUSION .pdf			
Approved	LIBRARY ACESS COVERAGE	96138	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96138 DO LIBRARY ACCESS COVERAGE END.pdf			
Approved	PROFESSIONAL ERROS AND OMMISSION EXLCUSION DERIVATIVE CLIAMS CARVEOUT	96140	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96140 DO PROFESSIO NAL EO EXCLUSION _WITHOUT DERIVATIV E_.pdf			
Approved	PROFESSIONAL ERROS AND OMMISSIONS EXCLUSION	96141	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96141 DO PROFESSIO NAL EO EXCLUSION .pdf			

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Approved	REGULATORY EXCLUSION	96142	10/07	Endorsement/Amendment/Conditions	New	0.00	96142 DO REGULATORY EXCLUSION.pdf
Approved	DELETE IRS FINES AND REGULATORY LEGISLATION FINES AND PENALTIES COVER ENDORSEMENT	96143	10/07	Endorsement/Amendment/Conditions	New	0.00	96143 DO DELETE FINES AND PENALTIES_NY ONLY_.pdf
Approved	NOT FOR PROFIT COUNTRY CLUB AMENDATORY	96145	10/07	Endorsement/Amendment/Conditions	New	0.00	96145 - DO NOT-FOR-PROFIT COUNTRY CLUB AMENDATORY.pdf
Approved	NON EMPLOYMENT DISCRIMINATION CLAIMS SUBLIMIT	96035	10/07	Endorsement/Amendment/Conditions	New	0.00	96035 EPL NON-EMPLOYMENT DISCRIMINATION CLAIMS_SUBLIMIT_.pdf
Approved	SEPERATE RETENTION FOR EPLI AND CLASS ACTION CLAIMS ENDORSEMENT	96041	10/07	Endorsement/Amendment/Conditions	New	0.00	96041 EPL CLASS ACTION SIREND.pdf
Approved	CLAIM	96065	10/07	Endorsement/Amendment/Conditions	New	0.00	96065 EPL

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	DEFINTION			nt/Amendm		EEOC
	AMENDED			ent/Condi		EXCLUSION
	EXLCUDE EEOC			ons		.pdf
Approved	SCHEDULE OF SUBSIDIARIES AND SUBLIMIT OF LIABILITY ENDORSEMENT	96043	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96043 GT DO SCHEDULE OF SUBS AND SUBLIMITS END.pdf
Approved	RELIGIOUS AMENDATORY	96139	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96139 GT DO RELIGIOUS AMENDATO RY END.pdf
Approved	GOVERNMENT ENTITY INVESTIGATION COVERAGE	96219	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96219 GT DO GOVERNME NT ENTITY INVESTIGA TION COVERAGE END3.pdf
Approved	REINSTATEMEN T OF LIMIT EXCESS STANDARD	96037	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96037 DO EPL REINSTATE MENT OF LIMIT -- EXCESS END.pdf
Approved	REINSTATEMEN T AMENDED SEPERATE RETENTION FOR CONTRACT CLAIMS	96039	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96039 DO EPL RETENTION AMENDED _CONTRAC T CLAIMS_

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Approval	Product Name	Policy Number	Effective Date	Description	Amount	Attachment
Approved	HIGHER EDUCATION ORGANIZATION NOT FOR PROFIT AMENDATORY ENDORSEMENT	96146	10/07	Endorsement/Amendment/Conditions	0.00	96146 DO EPL HIGHER EDUCATION ORGANIZATION NOT-FOR-PROFIT AMENDATORY ENDORSEMENT.pdf
Approved	EDUCATIONAL ORGANIZATION NO FOR PROFIT AMENDATORY ENDORSEMENT	96148	10/07	Endorsement/Amendment/Conditions	0.00	96148 DO EPL EDUCATIONAL ORGANIZATION NOT-FOR-PROFIT AMENDATORY ENDORSEMENT.pdf
Approved	NOT FOR PROFIT HEALTH CARE EDUCATION ORGANIZATION COVERAGE EXTENSION	96149	10/07	Endorsement/Amendment/Conditions	0.00	96149 DO EPL NOT-FOR-PROFIT HEALTH CARE - EDUCATION ENDORSEMENT.pdf
Approved	NOT FOR PROFIT HEALTH CARE ORGANIZATION AMENDATORY ENDORSEMENT	96150	10/07	Endorsement/Amendment/Conditions	0.00	96150 DO EPL NOT-FOR-PROFIT HEALTH CARE AMENDATORY ENDORSEMENT.pdf

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Approval	Description	Policy No	Effective Date	Action	Amount	File Name
Approved	LABOR UNION ENDORSEMENT	96062	10/07	Endorsement/Amendment/Conditions	0.00	ORGANIZATION END.pdf 96062 GT DO AND EPL LABOR UNION END.pdf
Approved	DELETION OF 3rd PARTY COVERAGE	96131	10/07	Endorsement/Amendment/Conditions	0.00	96131 GT DO AND EPL DELETED THIRD PARTY COVER END.pdf
Approved	LABOR ORGANIZATION APPRENTICESHIP TRAINING AMENDATORY ENDORSEMENT	96144	10/07	Endorsement/Amendment/Conditions	0.00	96144 GT DO EPL LABOR ORGANIZATION APPRENTICESHIP TRAINING AMEND....pdf
Approved	CHARTER SCHOOL AMENDATORY ENDORSEMENT	96147	10/07	Endorsement/Amendment/Conditions	0.00	96147 GT DO EPL CHARTER SCHOOL.pdf
Approved	DEDUCTIBLE EXTORTION ENDORSEMENT	95982	10/07	Endorsement/Amendment/Conditions	0.00	95982 KRE DEDUCTIBLE _EXTORTION_ END.pdf
Approved	EMPLOYEES	95983	10/07	Endorsement New	0.00	95983 KRE

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	REDEFINED			nt/Amendm ent/Condi ons		EMPLOYEE _S_ REDEFINED END.pdf
Approved	TERRITORY AMENDATORY ENDORSEMENT	95984	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	95984 KRE TERRITORY AMENDATO RY END.pdf
Approved	ADD CREDIT DEBIT OR CHARGE CARD FORGERY	96151	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96151 CRIME ADD CREDIT DEBIT OR CHARGE CARD FORGERY END1.pdf
Approved	ADDITIONAL NAMED INSURED	96152	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96152 CRIME ADDITIONA L NAMED INSURED END.pdf
Approved	AGGREGATE LIMIT OF INSURANCE ENDORSEMENT	96153	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96153 CRIME AGGREGAT E LIMIT OF INSURANC E END.pdf
Approved	COINSURANCE	96154	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96154 CRIME CO- INSURANC E END.pdf
Approved	EXCLUDE SPECIFIED PROPERTY	96155	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96155 CRIME EXCLUDE SPECIFIED

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Approval	Description	Policy No	Effective Date	Action	Amount	Attachment
Approved	EXCLUDED DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES	96156	10/07	Endorsement/Amendment/Conditions	0.00	PROPERTY END.pdf 96156 CRIME EXCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS ...pdf
Approved	GUESTS PROPERTY	96157	10/07	Endorsement/Amendment/Conditions	0.00	96157 CRIME GUESTS' PROPERTY END.pdf
Approved	INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES	96158	10/07	Endorsement/Amendment/Conditions	0.00	96158 CRIME INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES ...pdf
Approved	INCLUDE SPECIFIED DIRECTORS AND TRUSTEES ON COMMITTEES AS EMPLOYEES	96159	10/07	Endorsement/Amendment/Conditions	0.00	96159 CRIME INCLUDE SPECIFIED DIRECTORS OR TRUSTEES ON

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 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Policy Description	Policy No	Effective Date	Endorsement Description	Amount	Attachment
Approved	JOINT LOSS PAYABLE	96160	10/07	Endorsement/Amendment/Conditions	0.00	COMMITTEE...pdf 96160 CRIME JOINT LOSS PAYABLE END.pdf
Approved	INCLUDE SPECIFIED NON COMPENSATED OFFICERS AS EMPLOYEES	96161	10/07	Endorsement/Amendment/Conditions	0.00	96161 CRIME INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOY...pdf
Approved	PRIOR THEFT OR DISHONESTY	96162	10/07	Endorsement/Amendment/Conditions	0.00	96162 CRIME PRIOR THEFT OR DISHONESTY_USE_END.pdf
Approved	PROTECTIVE DEVICES	96164	10/07	Endorsement/Amendment/Conditions	0.00	96164 CRIME PROTECTIVE DEVICES END.pdf
Approved	REVISION OF DISCOVERY	96165	10/07	Endorsement/Amendment/Conditions	0.00	96165 CRIME REVISION OF DISCOVERY END.pdf

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-07-MP-13  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Liability Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approved	SUBSEQUENT SUSTAINED LOSS EXCLUSION	96166	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96166 CRIME SUBSEQUE NT SUSTAINED LOSS EXCLUSION .pdf
Approved	AMEND TERRITORIAL LIMITS	96167	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96167 CRIME AMEND TERRITORI AL LIMITS END.pdf
Approved	ATM EXCLUSION	96168	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96168 CRIME ATM EXCLUSION .pdf
Approved	CLIENTS PROPERTY	96169	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96169 CRIME CLIENTS' PROPERTY END.pdf
Approved	CRIME ADVANTAGE	96170	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96170 CRIME ADVANTAG E END.pdf
Approved	EXCLUDE LOSS OF CLIENTS PROPERTY	96171	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96171 CRIME EXCLUDE LOSS OF CLIENTS' PROPERTY END1.pdf
Approved	FUNDS TRANSFER	96172	10/07	Endorseme New nt/Amendm	0.00	96172 CRIME

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-07-MP-13  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Liability  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Description	Policy No.	Effective Date	Endorsement/Condition	Amount	Attachment
Approved	FRAUD INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEES	96173	10/07	Endorsement/Conditions	0.00	FUNDS TRANSFER FRAUD END.pdf
Approved	DEFINITION OF ADMINISTRATIVE ACTION AMENDED	96175	10/07	Endorsement/Conditions	0.00	96173 CRIME INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEES
Approved	CLAIM DEFINITION AMENDATORY ENDORSEMENT	96176	10/07	Endorsement/Conditions	0.00	96175_DEFINITION OF ADMINISTRATIVE ACTION AMENDED S....pdf
Approved	FAIR AND ACCURATE CREDIT TRANSACTIONS ACT EXCLUSION AMENDATORY ENDORSEMENT	96177	10/07	Endorsement/Conditions	0.00	96176_10-07_CIP CLAIM DEFINITION AMENDED END.pdf

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-07-MP-13  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Liability Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

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Approved	COINSURANCE ENDORSEMENT	96180	10/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96180_10- 07_ CIP COINSURA NCE END.pdf
Approved	CONTINUITY DATE AMENDATORY ENDORSEMENT	96181	10/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96181_10- 07_ CIP CONTINUIT Y DATE AMENDED END.pdf
Approved	NOTICE OF PERIOD DEFINITION AMENDED	96182	10/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96182_10- 07_ CIP NOTICE PERIOD AMENDED END.pdf
Approved	POST EVENT SERVICES OF SUBLIMIT OF ISNURANCE ENDORSEMENT	96183	10/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96183_10- 07_ CIP POST EVENT SERVICES SUBLIMIT END.pdf
Approved	ADDITIONAL LISTED PLANS	96184	10/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96184 FLI ADDITIONA L LISTED PLAN_S_ _NO AP_ END.pdf
Approved	AUTO PLAN THRESHOLD AMENED	96185	10/07	Endorseme New nt/Amendm ent/Condi tions	0.00	96185 FLI AUTO PLAN THRESHOL D AMENDED.p

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-07-MP-13  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Liability Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

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Approved	BENEFITS WORDING AMENDED	96186	10/07	Endorsement/Amendment/Conditions	New	0.00	96186 FLI BENEFITS WORDING AMENDED END.pdf
Approved	CASH BALANCE AND PENSION EQUITY PLAN EXCLUSION	96187	10/07	Endorsement/Amendment/Conditions	New	0.00	96187 FLI CASH BALANCE AND PENSION EQUITY PLAN EXCLUSION .pdf
Approved	CLAUSE 12 AMENDED WAIVER FOR SPECIFIC TRANSACTIONS	96188	10/07	Endorsement/Amendment/Conditions	New	0.00	96188 FLI CLAUSE 12 AMENDED END.pdf
Approved	CONTINUITY DATE AMENDED	96189	10/07	Endorsement/Amendment/Conditions	New	0.00	96189 FLI CONTINUITY DATE AMENDED END.pdf
Approved	FAILURE TO EFFECT AND OR MAINTAIN INSURANCE EXCLUSION	96190	10/07	Endorsement/Amendment/Conditions	New	0.00	96190 FLI FAILURE TO EFFECT AND OR MAINTAIN INSURANCE EXCLUSION .pdf
Approved	FAILURE TO EFFECT OR	96191	10/07	Endorsement/Amendment/Conditions	New	0.00	96191 FLI FAILURE

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-07-MP-13  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Liability  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Description	Policy No	Effective Date	Endorsement	Amount	Attachment
	MAINTAIN BOND EXCLUSION			ent/Conditions		TO EFFECT OR MAINTAIN FIDELITY BOND EXCLUSION .pdf
Approved	FULL GOVERNMENT AND REGULATORY EXCLUSION	96192	10/07	Endorsement/Amendment/Conditions	0.00	96192 FLI FULL GOVERNMENT AND REGULATORY EXCLUSION .pdf
Approved	MULTIEMPLOYER EXTENSION ENDORSEMENT	96193	10/07	Endorsement/Amendment/Conditions	0.00	96193 FLI MULTIEMPLOYER EXTENSION .pdf
Approved	PENDING AND PRIOR LITIGATION KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS	96194	10/07	Endorsement/Amendment/Conditions	0.00	96194 FLI PENDING AND PRIOR LITIGATION KNOWN WRONGFUL ACTS EXCLUSION...pdf
Approved	PRIOR ACTS EXCLUSION FOR EXCESS COVERAGE	96195	10/07	Endorsement/Amendment/Conditions	0.00	96195 FLI PRIOR ACTS EXCLUSION FOR EXCESS COVERAGE

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-07-MP-13  
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 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Description	Policy No	Effective Date	Action	Amount	File Name
Approved	PRIOR ACTS EXCLUSION	96196	10/07	Endorsement/Amendment/Conditions	0.00	96196 FLI PRIOR ACTS EXCLUSION .pdf
Approved	REVERSION OF ASSETS EXCLUSION general	96197	10/07	Endorsement/Amendment/Conditions	0.00	96197 FLI REVERSION OF ASSETS EXCLUSION _General_.pdf
Approved	REVERSION OF ASSETS EXCLUSION plan termination	96198	10/07	Endorsement/Amendment/Conditions	0.00	96198 FLI REVERSION OF ASSETS EXCLUSION _Plan Termination_.pdf
Approved	SPECIFIC INVESTIGATION CLAIM LITIGATION EVENT OR ACT EXCLUSION	96199	10/07	Endorsement/Amendment/Conditions	0.00	96199 FLI SPECIFIC INVESTIGATION CLAIM LITIGATION EVENT EXCLUSION ....pdf
Approved	SPECIFIC INVESTMENT EXCLUSION	96200	10/07	Endorsement/Amendment/Conditions	0.00	96200 FLI SPECIFIC INVESTMENT EXCLUSION .pdf
Approved	SPECIFIC	96201	10/07	Endorsement/Amendment/Conditions	0.00	96201 FLI

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-07-MP-13  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Liability Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

Approval	Description	Policy No	Effective Date	Endorsement	Amount	Attachment
	LITIGATION EXCLUSION			nt/Amendment/Conditions		SPECIFIC LITIGATION EXCLUSION .pdf
Approved	SPONSORED ORGANIZATION SECURITIES SEPERATE RETENTION	96202	10/07	Endorsement/Amendment/Conditions New	0.00	96202 FLI SPONSOR ORGANIZATION SECURITIES SEPERATE RETENTION .pdf
Approved	STOCK FLUCTUATION EXCLUSION	96203	10/07	Endorsement/Amendment/Conditions New	0.00	96203 FLI STOCK FLUCTUATION EXCLUSION .pdf
Approved	APPLICATION	95955	10/07	Application/ New Binder/Enrollment	0.00	95955 (10-07) Not-for-Profit Risk Protector SB Edition Application.pdf
Approved	VOLUNTARY COMPLIANCE LOSS RETENTION	96204	10/07	Endorsement/Amendment/Conditions New	0.00	96204 FLI VOLUNTARY COMPLIANCE LOSS RETENTION END.pdf
Approved	502 C ERISA PENTALTY COVERAGE	96205	10/07	Endorsement/Amendment/Conditions New	0.00	96205 FLI 502_c_ ERISA

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
 Company Tracking Number: AIC-07-MP-13  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Liability Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
 Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
 Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

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Approved	502   502 i DELETED	96206	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96206 FLI 502_ _ and 502_i_ DELETED.p df	
Approved	ACTUARIAL ERRORS AND OMMISSIONS EXCLUSION	96207	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96207 FLI ACTUARIAL ERRORS AND OMMISSIONS EXCLUSION .pdf	
Approved	ADDITIONAL LIMIT FOR DEFENSE COSTS	96208	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96208 FLI ADDITIONA L LIMIT FOR DEFENSE COSTS END.pdf	
Approved	ADDITIONAL LISTED PLANS AP	96209	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96209 FLI ADDITIONA L LISTED PLAN_S_ AP END.pdf	
Approved	CONTINUITY DATES AMENDED	96031	10/07	Endorseme New nt/Amendm ent/Condi ons	0.00	96031 DO CONTINUIT Y DATES AMENDED.p df	
Approved	AR AMENDATORY	95986	10/07	Endorseme New nt/Amendm ent/Condi	0.00	NFPRP SB AR State Amendatory.	

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
Filing Company: National Union Fire Insurance Company of State Tracking Number: EFT \$50  
Pittsburgh, Pa.  
Company Tracking Number: AIC-07-MP-13  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
Liability  
Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

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AMERICAN INTERNATIONAL COMPANIES®

70 Pine Street  
New York, NY 10270  
(212) 770-7000

National Union Fire Insurance Company of Pittsburgh, Pa.®     Illinois National Insurance Co.

(each of the above being a capital stock company)

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# **AIG Not-For-Profit Risk Protector<sup>SM</sup> SB Edition<sup>SM</sup>**

**D&O and Organization Liability, Employment Practices Liability, Fiduciary Liability,  
Corporate Identity Protection, Kidnap and Ransom/Extortion and Crime Coverages  
for Not-For-Profit Organizations**

## **DECLARATIONS**

### **NOTICES**

**[APPLICABLE TO ALL COVERAGE SECTIONS OTHER THAN THE CRIME COVERAGE SECTION, THE KIDNAP AND RANSOM/EXTORTION COVERAGE SECTION AND THE CORPORATE IDENTITY PROTECTION COVERAGE SECTION]**

**NOTICE: COVERAGE WITHIN THIS POLICY IS GENERALLY LIMITED TO LOSS FROM CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD AND REPORTED TO THE INSURER AS THE POLICY REQUIRES.**

**NOTICE: IF APPLICABLE, THERE IS A SEPARATE LIMIT OF LIABILITY FOR DEFENSE COSTS ("Defense Outside the Limits"). ONCE THE SEPARATE LIMIT FOR DEFENSE COSTS IS EXHAUSTED, AMOUNTS INCURRED FOR DEFENSE COSTS SHALL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS. AMOUNTS INCURRED FOR LEGAL DEFENSE SHALL BE APPLIED AGAINST THE RETENTION AMOUNT.**

**NOTICE: APPLICABLE TO THE CORPORATE IDENTITY PROTECTION COVERAGE SECTION ONLY, DEFENSE COSTS REDUCE THE LIMITS OF LIABILITY (AND, THEREFORE, AMOUNTS AVAILABLE TO RESPOND TO SETTLEMENTS AND JUDGMENTS) AND ARE APPLIED AGAINST THE APPLICABLE RETENTION.**

**PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER**

**POLICY NO.:**

**REPLACEMENT OF POLICY NO.:**

**ITEMS**

1	<b>NAMED ORGANIZATION:</b>	(the "Named Organization")	
		MAILING ADDRESS:	
		STATE OF INCORPORATION/FORMATION:	
2	<b>POLICY PERIOD:</b>	Inception Date:	Expiration Date:
		12:01 A.M. at the address stated in Item 1	

**3 COVERAGE SUMMARY**

A	Coverage Section		Separate Limit of Liability	Shared Limit of Liability	Retention*/Deductible	Continuity Date	Premium
	<b>D&amp;O</b>	<b>D&amp;O and Organization Liability</b>	\$	\$	Shared With:	Crisis Management Events: \$ Costs of Investigation: \$ All Other Loss: \$	
<b>EPL</b>	<b>Employment Practices Liability</b>	\$	\$	Shared With:	Claims Alleging Non-Employment Discrimination: \$ All Other Claims: \$		\$
<b>FLI</b>	<b>Fiduciary Liability</b>	\$	\$	Shared With:	All Claims: \$		\$
<b>CIP</b>	<b>Corporate Identity Protection</b>	\$	None		All Loss: \$		\$
<b>KRE</b>	<b>Kidnap and Ransom/Extortion</b>	See Item 6.	None		\$	N/A	\$
<b>CRIME</b>	<b>Crime</b>	See Item 5.	None		See Section 5.	N/A	\$

**B Policy Aggregate (for all Coverage Sections except the KRE and Crime Coverage Sections)** \$

\*With respect to the D&O, EPL and FLI Coverage Sections only, no Retention amount is applicable to Non-Indemnifiable Loss.  
\*No Retention is applicable to Voluntary Compliance Loss and HIPAA Penalties

**C ADDITIONAL LIMIT OF LIABILITY FOR DEFENSE COSTS (Separate or Shared as set forth above)**

	Liability Coverage Section	Limit of Liability
D&O	D&O and Organization	\$
EPL	Employment Practices	\$

**4 TOTAL PREMIUM** \$

5	<b>CRIME LIMITS OF LIABILITY AND RETENTIONS</b>		
	<b>Insuring Agreement</b>	<b>Per Occurrence Limit of Liability</b>	<b>Deductible</b>
	Insuring Agreement 1.A.: "Employee Theft" Loss	\$	\$
	Insuring Agreement 1.B.: "Forgery or Alteration" Loss	\$	\$
	Insuring Agreement 1.C.: "Inside the Premises – Theft of Money or Securities" Loss	\$	\$
	Insuring Agreement 1.D.: "Inside the Premises – Robbery or Safe Burglary of Other Property" Loss	\$	\$
	Insuring Agreement 1.E.: "Outside the Premises" Loss	\$	\$
	Insuring Agreement 1.F.: "Computer Fraud" Loss	\$	\$
	Insuring Agreement 1.G.: "Money Orders and Counterfeit Paper Currency" Loss	\$	\$
	Coverage Endorsement "Clients Property" Loss	\$	\$
	Coverage Endorsement "Funds Transfer Fraud" Loss	\$	\$
	Coverage Endorsement "Guest Property" Loss	\$	\$
	If "Not Covered" is inserted above opposite any specific Insuring Agreement, such Insuring Agreement in the Crime Coverage Section and any other reference thereto in this Policy is hereby deleted.		
<b>CANCELLATION OF PRIOR CRIME INSURANCE:</b> By acceptance of the Crime Coverage Section of this Policy, you give us notice of cancellation for the prior policy Nos.: Such cancellation shall be effective at the time the Crime Coverage Section of this Policy becomes effective.			
6.	<b>KRE LIMITS OF INSURANCE/INSURED PERSON(S)</b>		
	<b>Loss Component:</b>	<b>Each Loss Component Limit</b>	<b>Annual Aggregate Limit</b>
	<b>A. Ransom Monies:</b>	\$	\$
	<b>B. In-Transit/Delivery Loss:</b>	\$	\$
	<b>C. Expenses:</b>	\$	\$
	<b>D. Consultant Expenses:</b>	\$	\$
	<b>E. Judgments, Settlements and Defense Costs:</b>	\$	\$
	<b>F. Death or Dismemberment Benefit:</b>	\$	\$
		<b>Per person</b>	<b>Per Insured Event</b>
	<b>Each Insured Event Limit:</b>		\$
<b>KRE Coverage Section Aggregate Limit of Insurance:</b>		\$	
<b>Insured Person(s):</b>			
7.	<b>OTHER LIMITS OF LIABILITY</b>		
	<b>(a) Crisis Management Fund for D&amp;O:</b>	\$	
	<b>(b) Individual Insureds Regulatory Legislation Fines and Penalties Sub-Limit for D&amp;O:</b>	\$	
	<b>(c) Voluntary Compliance Loss Sub-Limit of Liability for FLI:</b>	\$	
	<b>(d) HIPAA Penalties Sub-Limit of Liability for FLI:</b>	\$	
	<b>(e) Personal Identity Sub-Limit for CIP</b>	\$	
	<b>(f) Administrative Expense Sub-Limit for CIP</b>	\$	
	<b>(g) Identity Event Services Sub-Limit for CIP</b>	\$	

8. NAME AND ADDRESS OF INSURER

This Policy is issued only by the insurance company indicated in this Item 8.

9. NAME AND ADDRESS OF INSURER (FOR NOTICE/CLAIMS REPORTING PURPOSES ONLY)

PRODUCER:  
PRODUCER LICENSE NO.:  
ADDRESS:

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
COUNTERSIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTERSIGNED AT

# AIG Not-For-Profit Risk Protector<sup>SM</sup> SB Edition<sup>SM</sup>

## D&O and Organization Liability, Employment Practices Liability, Fiduciary Liability, Corporate Identity Protection, Kidnap and Ransom/Extortion, and Crime Coverages for Not-For-Profit Organizations

### GENERAL TERMS AND CONDITIONS

Read the Declarations carefully to determine which **Coverage Sections** have been purchased. Some of the coverage described throughout this Policy may not be applicable in the event not all **Coverage Sections** have been purchased.

In consideration of the payment of the premium, and in reliance upon the statements made to the Insurer by application, including its attachments and the materials incorporated therein, which form a part of this Policy, the Insurer agrees as follows:

#### 1. TERMS AND CONDITIONS

These General Terms and Conditions are hereby incorporated by reference into, made a part of, and expressly made applicable to all **Coverage Sections** except where explicitly limited to one or more **Coverage Sections**. The terms and conditions set forth in each **Coverage Section** shall only apply to that particular **Coverage Section** and shall in no way be construed to apply to any other **Coverage Section** of this Policy. In the event a conflict exists between a term or condition of these General Terms and Conditions and a term and condition of a **Coverage Section**, the term or condition of the **Coverage Section** shall control.

#### 2. PRIOR ACTS AND COVERAGE TERRITORY

- (a) Solely with respect to the D&O, EPL, and FLI **Coverage Sections**, subject to its terms, conditions and exclusions, this Policy shall apply:
  - (1) to **Wrongful Acts** occurring from the beginning of time and prior to the end of the **Policy Period**;
  - (2) to **Claims** made against an **Insured** anywhere in the world;
- (b) solely with respect to the Crime **Coverage Section**, this Policy shall apply to acts committed or events occurring solely within the United States of America (including its territories and possessions) and Puerto Rico;
- (c) solely with respect to the CIP **Coverage Section**, this Policy shall apply to a **Personal Identity Event** occurring anywhere in the world, but the Insurer shall only pay **Loss** incurred in the United States of America, its territories and possessions, or Canada; and
- (d) solely with respect to the KRE Coverage section, this Policy shall apply to **Insured Events**, (as defined in the KRE **Coverage Section**) anywhere in the world;

provided, however, that payment of **Loss** under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

### 3. DEFINITIONS

Capitalized, bolded terms throughout this Policy not otherwise defined below are defined in the applicable **Coverage Section(s)**. Terms that are capitalized but not bolded appear on the Declarations page.

(a) **Affiliate** means any for-profit or not-for-profit organization other than a **Subsidiary** which:

- (1) the Named Organization or any **Subsidiary** controls or otherwise has the ability to direct the financial or managerial decisions of such entity, whether through the operation of law, contract or agreement, stock ownership or membership, charter, articles of incorporation, or by-law provisions; or
- (2) is granted by contract the right to control the financial or managerial decisions of the Named Organization or any **Subsidiary**;

provided, however, that such coverage as may be provided under this Policy for any organization described in subparagraphs (1) and (2) above shall be limited solely to **Wrongful Acts** or to **Insured Events**, (as defined in the KRE **Coverage Section**) occurring in the course of the exercise of such control of financial or managerial decisions.

(b) **Coverage Section(s)** means each Coverage Section that is purchased by the Named Organization as indicated in Item 3 of the Declarations.

(c) **Cleanup Costs** means expenses (including, but not limited to, legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of **Pollutants**.

(d) **Defense Costs** means reasonable and necessary fees, costs and expenses consented to by the Insurer (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond arising out of a covered judgment) resulting solely from the investigation, adjustment, defense and appeal of a **Claim** against the **Insureds**, but excluding compensation of **Individual Insureds**. **Defense Costs** shall not include any fees, costs or expenses incurred prior to the time that a **Claim** is first made against an **Insured** or **Costs of Investigation**.

**Defense Costs** shall also include a \$300 per day per **Individual Insured** supplemental payment for attendance, at the request or with the consent of the Insurer, by such **Individual Insured** at hearings, trial or depositions. Such payments shall not exceed \$10,000 in the aggregate for all **Individual Insureds** with regard to all **Claims**.

(e) **Domestic Partner** means any natural person qualifying as a domestic partner under: (1) the provisions of any applicable federal, state, or local law; or (2) the provisions of any formal program established by the Named Organization or any **Subsidiary**.

- (f) **Employee(s)** means any past, present or future employee of the **Organization**, whether such employee is in a supervisory, co-worker or subordinate position or otherwise, including any full-time, part-time, seasonal, and temporary employee of the **Organization**. Individuals who are volunteers, independent contractors or leased employees for the **Organization** shall also be **Employees**, but only if the **Organization** provides or is required to provide indemnification to such individual in the same manner as that provided to the **Organization's** other **Employees**. Coverage for volunteers, independent contractors and leased employees shall not apply to any **Claim(s)** for **Wrongful Acts** occurring at any time when the volunteer, independent contractor or leased employee was not acting in the course and scope of the performance of the work on behalf of the **Organization**.
- (g) **Financial Insolvency** means: (1) entering into proceedings in bankruptcy; (2) becoming a debtor-in-possession; or (3) the taking of control, the supervision of or the managing or liquidation of the financial affairs of an entity by a receiver, conservator, liquidator, trustee, rehabilitator or similar official.
- (h) **Indemnifiable Loss** means **Loss** for which the **Organization** has indemnified or is permitted or required to indemnify any **Individual Insureds**.
- (i) **Non-Indemnifiable Loss** means **Loss** for which an **Organization** has neither indemnified nor is permitted or required to indemnify an **Individual Insured**.
- (j) **Organization** means: (1) any tax exempt entity or board indicated as the Named Organization in Item 1 of the Declarations; (2) any **Subsidiary** thereof; (3) any **Affiliate** thereof listed by endorsement to this Policy; and (4) the debtor-in-possession (or equivalent status outside the United States) in the event a bankruptcy proceeding shall be instituted voluntarily by or involuntarily against any of the foregoing entities.
- (k) **Outside Entity** means any not-for-profit organization, other than a **Subsidiary**, listed **Affiliate** or **PAC**.
- (l) **Outside Entity Executive** means any director, trustee, trustee emeritus, regent or governor (or equivalent position) of the **Organization** who is or was acting at the specific request or direction of the **Organization** as a director, officer, manager, trustee, trustee emeritus, regent or governor (or any equivalent executive position) of an **Outside Entity**. It is understood and agreed that, in the event of a disagreement between the **Organization** and an individual as to whether such individual was acting "at the specific request or direction of the **Organization**," this Policy shall abide by the determination of the **Organization** on this issue and such determination shall be made by written notice to the **Insurer** within ninety (90) days after the **Claim** is first reported to the **Insurer** pursuant to the terms of this Policy. In the event no determination is made within such period, this Policy shall apply as if the **Organization** determined that such **Individual Insured** was not acting at the **Organization's** specific request or direction. Coverage for **Outside Entity Executives** shall not apply to the **FLI Coverage Section**.
- (m) **PAC** means a political committee as defined in 2 U.S.C. 431(4) (as amended) or any similar state or local statute or regulation.

- (n) **Policy Period** means the period of time from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of cancellation of this Policy.
- (o) **Pollutants** means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and Waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.
- (p) **Property Damage** means damage to, or destruction of tangible or intangible property, including the loss of use thereof, or the loss of use of tangible or intangible property which has not been damaged or destroyed.
- (q) **Related Wrongful Acts** means **Wrongful Acts** which are the same, related or continuous, or **Wrongful Acts** which arise from a common nucleus of facts. **Claims** can allege **Related Wrongful Acts** regardless of whether such **Claims** involve the same or different claimants, **Insureds** or legal causes of action.
- (r) **Retaliation** means a retaliatory act of an **Insured** alleged to be in response to any of the following activities: (1) the disclosure or threat of disclosure by an **Employee** to a superior or to any governmental agency of any act by an **Insured** which is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; (2) the actual or attempted exercise by an **Employee** of any right that such **Employee** has under law, including rights under worker's compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights; (3) the filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law; or (4) **Employee** strikes.
- (s) **Subsidiary** means:
- (1) any organization of which, on or before the inception of the **Policy Period**, the Named Organization, either directly or indirectly through one or more of its **Subsidiaries**: (a) owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the directors, trustees or management committee members; or (b) has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the organization, to elect, appoint or designate a majority of the general partners of a partnership that is formed as a limited partnership, or elect, appoint or designate a majority of the board of directors, trustees, management committee members or members of a management board of a limited liability corporation;
  - (2) automatically any not-for-profit organization which becomes a **Subsidiary** during the **Policy Period** and of which the book value of such entity's assets determined in accordance with Generally Accepted Accounting Principles ("GAAP") totals less than 35% of the similarly calculated assets of the Named Organization as of the inception date of the **Policy Period**; or
  - (3) any for-profit organization which becomes a **Subsidiary** during the **Policy Period** and of which the book value of such entity's assets determined in accordance with GAAP totals less than 20% of the similarly calculated assets of the Named Organization as of the inception date of the **Policy Period**.

With regard to subparagraphs (2) and (3) above, the Named Organization shall provide the Insurer with full particulars of the **Subsidiary** before the end of the **Policy Period**.

Any organization which becomes a **Subsidiary** during the **Policy Period** but which exceeds the asset limitations stated in subparagraphs (2) or (3) above, shall be provided coverage under this Policy, but only upon the condition that within 90 days after the date of its becoming a **Subsidiary**, the Named Organization shall have provided the Insurer with full particulars of the new **Subsidiary** and agreed to any additional premium or amendment of the provisions of this Policy required by the Insurer relating to such new **Subsidiary**. Further, the coverage as shall be afforded to the new **Subsidiary** is conditioned upon the Named Organization paying when due any additional premium required by the Insurer relating to such new **Subsidiary**.

An organization becomes a **Subsidiary** when the Named Organization owns more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the directors, trustees or management committee members, either directly or indirectly through one or more of its **Subsidiaries**, or has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the organization, to elect, appoint or designate a majority of the general partners of a partnership that is formed as a limited partnership, or elect, appoint or designate a majority of the board of directors, trustees, management committee members or members of a management board of a limited liability corporation, either directly or indirectly through one or more of its **Subsidiaries**.

In all events, such coverage as is afforded under this Policy with respect to a **Claim** made against any **Subsidiary**, or any **Individual Insured** of a **Subsidiary**, shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

**Subsidiary** shall not include any **PAC**.

#### 4. EXTENSIONS

##### (a) Legal Representatives Extension

Subject otherwise to the terms of this Policy, this Policy shall cover **Loss** arising from any **Claims** made against the estates, heirs or legal representatives of deceased **Individual Insureds**, and the legal representatives of **Individual Insureds** in the event of an **Individual Insured's** incompetency, insolvency or bankruptcy, who were **Individual Insureds** at the time the **Wrongful Acts** upon which such **Claims** are based were committed.

##### (b) Spouse and **Domestic Partner** Extension

Subject otherwise to the terms of this Policy, this Policy shall cover **Loss** arising from all **Claims** made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) or **Domestic Partner** of an **Individual Insured** for all **Claims** arising solely out of his or her status as the spouse or **Domestic Partner** of an **Individual Insured**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the **Individual Insured** and the spouse or **Domestic Partner**, or property transferred from the **Individual Insured** to the spouse or **Domestic Partner**; provided, however, that this extension shall

not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the spouse or **Domestic Partner**, but shall apply only to **Claims** arising out of any actual or alleged **Wrongful Acts** of an **Individual Insured**, subject to this Policy's terms, conditions and exclusions.

## 5. EXCLUSIONS

The following exclusions apply only to the D&O, EPL and FLI **Coverage Sections**, unless otherwise indicated.

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

(a) arising out of, based upon or attributable to the gaining of any profit or advantage to which any final adjudication establishes the **Insured(s)** was not legally entitled;

[For the purposes of determining the applicability of this exclusion: (1) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any other **Individual Insured**; and (2) only facts pertaining to and knowledge possessed by any past, present or future chairman of the board, chief executive officer or chief financial officer (or equivalent positions) of the **Organization** shall be imputed to the **Organization**.]

(b) alleging, arising out of, based upon or attributable to the facts alleged, or to the same or **Related Wrongful Act** alleged or contained in any **Claim** which has been reported, or in any circumstances of which notice has been given, under any policy of which this Policy is a renewal or replacement or which it may succeed in time;

(c) alleging, arising out of, based upon or attributable to, as of the Continuity Date, any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation; or alleging any **Wrongful Act** which is the same as or is a **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;

(d) by or on behalf of any person seeking damages or other relief for physical injury, sickness or disease (including emotional distress or mental anguish), including death resulting therefrom or **Property Damage**, including, but not limited to, any **Claim** by any parent, spouse, **Domestic Partner**, guardian, heir, representative or assign resulting from the foregoing (including loss of consortium); provided, however, that this exclusion shall not apply:

(1) with respect to the EPL **Coverage Section** only, for mental anguish or emotional distress arising from an **Employment Practices Violation** or **Non-Employment Discrimination**; or

(2) with respect to the FLI **Coverage Section** only, to **Defense Costs** incurred in the defense of a **Claim** alleging a **Breach of Fiduciary Duty**;

(e) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:

(1) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants**; or

(2) any direction or request to test for, monitor, clean up, remove, contain, treat, neutralize, detoxify or assess the effects of **Pollutants**,

including, but not limited to, a **Claim** alleging damage to the **Organization** or its securities holders or members; provided, however, that this exclusion shall not apply:

(i) to **Non-Indemnifiable Loss** under the D&O and **FLI Coverage Section**, other than **Loss** constituting or arising from **Cleanup Costs**; or

(ii) with respect to the **EPL Coverage Section** only, to **Loss** arising from a **Claim** for **Retaliation**;

(f) for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided, however, that this exclusion shall not apply:

(1) with respect to the **EPL Coverage Section** only, to **Loss** arising from a **Claim** for **Retaliation**;

(2) to the extent coverage is afforded pursuant to the **FLI Coverage Section**;

(g) alleging, arising out of, based upon, attributable to or in any way relating to:

(1) the refusal, failure or inability of any Insured(s) to pay wages or overtime pay (or amounts representing such wages or overtime pay) for services rendered (as opposed to tort-based back pay or front pay damages for torts other than conversion);

(2) improper payroll deductions taken by any Insured(s) from any Employee(s) or purported employee(s); or

(3) failure to provide or enforce legally required meal or rest break periods;

provided, however, that this exclusion shall not apply:

(1) with respect to the **EPL Coverage Section** only, to **Loss** arising from a **Claim** for **Retaliation**;

(2) to the extent coverage is afforded pursuant to the **FLI Coverage Section** ;

(h) alleging, arising out of, based upon or attributable to any obligation pursuant to any workers' compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar benefits; provided, however, that this exclusion shall not apply:

(1) with respect to the **EPL Coverage Section** only, to **Loss** arising from a **Claim** for **Retaliation**;  
or

(2) to the extent coverage is afforded pursuant to the **FLI Coverage Section**; or

(i) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly the hazardous properties of nuclear material including, but not limited to, **Claims** for damages to an **Organization** or its shareholders or members.

This Clause 5. **EXCLUSIONS** shall not be applicable to **Crisis Management Loss** (as such term is defined in the **D&O Coverage Section**).

## 6. LIMITS OF LIABILITY AND LIMITS OF INSURANCE

(a) The Policy Aggregate Limit of Liability stated in Item 3(B) of the Declarations is the maximum limit of the Insurer's liability for all **Loss** under all **Coverage Sections** combined, other than the KRE and Crime **Coverage Sections**, except for the Additional Limit of Liability for Defense Costs.

The Limit of Liability stated as Additional Limit of Liability for Defense Costs in Item 3(C) of the Declarations shall be an additional Limit of Liability for that part of **Loss** constituting **Defense Costs** incurred in connection with all **Claims** first made against the **Insured** during the **Policy Period** or the Discovery Period (if applicable) under the **D&O and EPL Coverage Sections**. THE ADDITIONAL LIMIT OF LIABILITY FOR DEFENSE COSTS SHALL BE IN ADDITION TO AND NOT PART OF THE LIMIT OF LIABILITY STATED IN ITEMS 3(A) AND 3(B) OF THE DECLARATIONS. **Loss** constituting **Defense Costs** shall first reduce the Additional Limit of Liability for Defense Costs. Should the Additional Limit of Liability for Defense Costs become exhausted, then subsequent **Defense Costs** will reduce the other Limits of Liability as stated in Items 3(A) and 3(B) of the Declarations. In no event shall the Additional Limit of Liability for Defense Costs for the **D&O and EPL Coverage Sections**, as the case may be, be available once the Limit(s) of Liability set forth in Item 3(A) of the Declarations for such **Coverage Section** has been completely exhausted.

If Separate Limits of Liability are stated in Item 3(A) of the Declarations, then each such Separate Limit of Liability shall be the maximum limit of the Insurer's liability for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the Discovery Period (if applicable) with respect to the applicable **Coverage Section** as stated on the Declarations.

If Shared Limits of Liability are stated in Item 3(A) of the Declarations, then each such Shared Limit of Liability shall be the maximum limit of the Insurer's liability for all **Loss** arising out of all **Claims** first made against the **Insureds** during the **Policy Period** or the Discovery Period (if applicable) with respect to all **Coverage Sections** for which such Shared Limit of Liability is applicable, as indicated on the Declarations.

The limit of the Insurer's liability for any amount identified in any **Coverage Section** as a Sub-Limit of Liability shall be part of, and not in addition to, the Limits of Liability stated in the Declarations.

The Limit(s) of Liability for the Discovery Period shall be part of, and not in addition to, the applicable Limit(s) of Liability for the **Policy Period**. Further, any **Claim** which is made subsequent to the **Policy Period** or Discovery Period (if applicable) which pursuant to Clause 8(a)(2) or 8(a)(3) is considered made during the **Policy Period** or Discovery Period shall also be subject to the aggregate Limit(s) of Liability stated in the Declarations.

The maximum limit of the Insurer's liability for **Crisis Management Loss** arising from all **Crisis Management Events** combined occurring during the **Policy Period** or the **Discovery Period** (if applicable), in the aggregate, shall be the amount set forth in Item 7(a) of the Declarations as the

**Crisis Management Fund.** The **Crisis Management Fund** shall be the aggregate limit of the **Insurer's** liability under this Policy for all **Crisis Management Events** regardless of the number of **Crisis Management Events** occurring during the **Policy Period** or the Discovery Period (if applicable). The **Crisis Management Fund** shall be part of, and not in addition to, the Aggregate Limit of Liability stated in Item 3(B) of the Declarations of this Policy or any Separate Limit of Liability or Shared Limit of Liability applicable to the D&O **Coverage Section** as stated in Item 3(A) of the Declarations, and will in no way serve to increase the Aggregate Limit of Liability or any Separate Limit of Liability or Shared Limit of Liability as stated therein.

(b) Solely with respect to the Crime **Coverage Section**, the following shall also apply:

The most the Insurer will pay for loss in any one **Occurrence** is the applicable Per Occurrence Limit of Liability shown in Item 5 of the Declarations.

(c) Solely with respect to the KRE **Coverage Section**, the following shall also apply:

The KRE **Coverage Section** Aggregate Limit of Insurance stated in Item 6 of the Declarations is the most the Insurer will reimburse the Named Organization for the sum of all **Loss** less any Deductible regardless of the number of: (i) **Insured Person(s)**; or (ii) **Insured Events**.

The each Annual Aggregate Loss Component Limit of Insurance stated in Item 6 of the Declarations is the most the Insurer will reimburse the Named Organization for the sum of all **Loss** resulting from each Loss Component.

The Each Insured Event Limit of Insurance stated in Item 6 of the Declarations is the most the Insurer will reimburse the Named Organization for the sum of all **Loss** relating to any one **Insured Event** or series of related **Insured Events** arising out of the same event, occurrence or series of facts.

The Each Loss Component Limit of Insurance stated in Item 6 of the Declarations is the most the Insurer will reimburse the Named Organization for **Loss** from each Loss Component relating to any one **Insured Event** or series of related **Insured Events** arising out of the same event, occurrence or series of facts.

The applicable Limit(s) of Insurance shall be reduced by any Limit of Liability available under Item 7(a) of the Declarations for **Crisis Management Loss** arising from subparagraph (5), Kidnap and Ransom/Extortion, of the definition of **Crisis Management Event** in the D&O **Coverage Section**.

(d) Solely with respect to the CIP **Coverage Section**, the following shall also apply:

The Separate Limit of Liability indicated in Item 3(A) of the Declarations will be the most the Insurer shall pay for all coverages combined, regardless of the number of **Personal Identity Events**, persons, entities, **Claims** or **Administrative Actions** covered by this Policy, or claimants, **Claims** or **Administrative Actions** made and regardless of the total of all **Loss** resulting from all **Personal Identity Events** first discovered by an **Insured** during the **Policy Period** and reported to the Insurer within the **Notice Period**.

All **Claims**, **Administrative Actions**, and **Loss** resulting from the same, continuous, related or repeated **Personal Identity Event** shall be subject to the terms, conditions, exclusions and Aggregate Limit of Liability of the CIP **Coverage Section** of this Policy or that of any similar policy issued by the Insurer

or any other member of the American International Group, Inc. to the Named Organization in effect at the time the first such **Personal Identity Event** is first discovered by an **Insured**.

The most the Insurer shall pay for the total of all:

1. **Damages and Defense Costs** resulting from a **Claim** arising from a **Personal Identity Event** is the Personal Identity Sub-Limit of Liability indicated in Item 7(e) of the Declarations;
2. **Administrative Expenses** is the Administrative Expenses Sub-Limit of Liability indicated in Item 7(f) of the Declarations; and
3. **Notification Costs, Crisis Expenses and Post Event Services Costs** is the Identity Event Services Sub-Limit of Liability indicated in Item 7(g) of the Declarations;

regardless of the number of **Personal Identity Events** first discovered by an **Insured** during the **Policy Period** and reported to the Insurer within the **Notice Period**. The Sub-Limit of Liability as applicable to **Crisis Expenses** shall be reduced by any Limit of Liability available under Item 7(a) of the Declarations for **Crisis Management Loss** arising from subparagraph(7), Breach of Identity Confidentiality, of the definition of **Crisis Management Event** in the **D&O Coverage Section**.

Solely with respect to Insuring Agreement I.A, **Personal Identity Liability**, the Insurer shall also pay all interest on that amount of any judgment for a covered **Personal Identity Event** that is within the applicable Sub-Limit of Liability:

1. which accrues after entry of judgment; and
2. before the Insurer has paid, offered to pay, or deposited in court that part of the judgment within the applicable Limit of Liability.

Any such payment shall be part of, and not in addition to, the Limit of Liability set forth in Item 3(A) of the Declarations.

## 7. RETENTION/DEDUCTIBLE CLAUSE

(a) With respect to all **Coverage Sections** other than the CIP, KRE and Crime **Coverage Sections**, the following shall apply:

The Insurer shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Retention amount stated in Item 3(A) of the Declarations, such Retention amount to be borne by the **Organization** and/or the **Insureds** and shall remain uninsured, with regard to: (i) all **Indemnifiable Loss**; and (ii) **Loss** of the **Organization**. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Related Wrongful Acts**. In the event a **Claim** triggers more than one amount stated in Item 3(A) of the Declarations, only the highest such amount shall apply, which amount shall apply to all **Loss** under such **Claim**.

Notwithstanding the foregoing, with respect to any **Crisis Management Event** (as defined in the **D&O Coverage Section**), the Insurer shall only be liable for the amount of **Crisis Management Loss** (as defined in the **D&O Coverage Section**) arising from a **Crisis Management Event** (as defined in the **D&O Coverage Section**) which is in excess of the applicable Retention stated in Item 3(A) of

the Declarations, such Retention amount to be borne by the **Organization** and shall remain uninsured, with regard to all **Crisis Management Loss** (as defined in the **D&O Coverage Section**).

In the event an **Organization** is unable to pay an applicable Retention due to **Financial Insolvency**, then the Insurer shall commence advancing **Loss** within the Retention, subject to the other terms, conditions and exclusions of this Policy, provided that (i) the Insurer shall be entitled to recover the amount of **Loss** advanced within the Retention from the **Organization** pursuant to Clause 13. SUBROGATION, of this General Terms and Conditions; and (ii) the **Organization** hereby agrees to indemnify the **Insureds** to the fullest extent permitted by law taking all steps necessary in furtherance thereto, including the making in good faith of any required application for court approval and the passing of any required corporate resolution or the execution of any contract. The Named Organization and all **Subsidiaries** and **Affiliates** will be conclusively deemed to have indemnified the **Individual Insureds** to the extent that the **Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Organization**.

(b) Solely with respect to the **Crime Coverage Section**, the following shall apply:

The Insurer will not pay for loss in any one **Occurrence**, unless the amount of loss exceeds the applicable Deductible Amount shown in Item 5 of the Declarations. The Insurer will then pay the amount of loss in excess of the Deductible Amount, up to the applicable **Per Occurrence Limit of Liability**. In the event more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount may be applied.

(c) Solely with respect to the **KRE Coverage Section**, the following shall apply:

The Deductible stated in Item 3(A) of the Declarations will apply separately to each **Loss for Ransom Monies** arising out of any **Kidnap And Ransom/Extortion Event**. The Deductible shall be borne by the Named Organization and remain uninsured.

(d) Solely with respect to the **CIP Coverage Section**, the following shall apply:

The **Insured** shall be responsible for the Retention set forth in the Declarations and such Retention amount must remain uninsured. The Retention applies to each **Personal Identity Event**. In the Insurer's sole absolute discretion, the Insurer may advance all or part of the Retention in which case the **Insured** agrees to repay the Insurer immediately after the Insurer notifies the **Insureds** of that payment.

## 8. NOTICE/CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the Insurer at the mailing or e-mail address indicated in Item 9 of the Declarations. Notice shall include and reference this Policy number as indicated in the Declarations, as well as the **Coverage Section(s)** under which notice is being provided. If mailed, the date of mailing (for e-mail, the date of receipt) shall constitute the date that such notice was given and proof of mailing (or e-mail receipt) shall be sufficient proof of notice.

(a) With respect to all **Coverage Sections**, other than the CIP, KRE and **Crime Coverage Sections**, the following shall apply:

- (1) The **Insureds** shall, as a condition precedent to the obligations of the Insurer under this Policy, give written notice to the Insurer of any **Claim** made against an **Insured** as soon as practicable after the **Claim** is reported to or first becomes known by the president, executive director, chief executive officer, chief financial officer, risk manager, general counsel, chairman or any member of board of directors or trustees (or equivalent position) or registered agent of the **Organization**, but in all events a **Claim** must be reported no later than either:
  - (A) anytime during the **Policy Period** or during the Discovery Period (if applicable); or
  - (B) for **Claim(s)** first made within the last thirty (30) days of the **Policy Period**, within sixty (60) days after the end of the **Policy Period** as long as such **Claim(s)** is reported no later than sixty (60) days after the date such **Claim** was first made against an **Insured**.
- (2) If written notice of a **Claim** has been given to the Insurer pursuant to Clause 8(a)(1) above, then any **Claim** which is subsequently made against the **Insureds** and reported to the Insurer alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** for which such notice has been given, or alleging any **Wrongful Act** which is the same as or is a **Related Wrongful Act** to that alleged in the **Claim** of which such notice has been given, shall be considered made at the time such notice was given.
- (3) If during the **Policy Period** or during the Discovery Period (if applicable) the **Insureds** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against the **Insureds** and shall give written notice to the Insurer of the circumstances, **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim**, with full particulars as to dates, persons and entities involved, then any **Claim** which is subsequently made against the **Insureds** and reported to the Insurer alleging, arising out of, based upon or attributable to such circumstances or alleging any **Wrongful Act** which is the same as or is a **Related Wrongful Act** to that alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.

A **Crisis Management Event** under the **D&O Coverage Section** and any matter which could involve the payment of **Voluntary Fiduciary Correction Loss** under the **FLI Coverage Section** shall be reported to the Insurer in the same manner as a **Claim** under Clause 8(a)(1) above. The terms of Clause 8(a)(2) shall also apply to any such **Crisis Management Event** and matter involving **Voluntary Fiduciary Correction Loss**.

(b) Solely with respect to the **Crime Coverage Section**, the following shall apply:

After any **Insured** discovers a loss or a situation that may result in loss of or damages to **Money, Securities or Other Property**, the **Insured** must:

- (1) Notify the Insurer as soon as possible, but no later than 60 days after discovery of a **Loss** or a situation that may result in loss of or damages to **Money, Securities or Other Property**. If the **Insured** has reason to believe that any loss (except for loss covered under Insuring Agreements A or B of the **Crime Coverage Section**) involves a violation of law, the **Insured** must also notify the local law enforcement authorities.

(2) Submit to an examination under oath at the Insurer's request and provide the Insurer with a signed statement of the **Insured's** answers.

(3) Give the Insurer a detailed, sworn proof of loss within 120 days of the discovery of a loss or a situation that may result in loss of or damages to **Money, Securities or Other Property**, provided, however, that such proof of loss shall not be required solely in the event the **Insured** elects to have an independent Investigative Specialist investigate the facts and determine the quantum of loss pursuant to Clause 4(a)4 of the **Crime Coverage Section** and such report is issued pursuant to the terms and conditions of that Clause.

(4) Cooperate with the Insurer in the investigation and settlement of any loss.

(c) Solely with respect to the **KRE Coverage Section**, the following shall apply

In the event of any **Insured Event** first occurring during the **Policy Period**, the Named Organization will make every reasonable effort to:

(1) determine that the **Insured Event** has actually occurred;

(2) give immediate oral and written notice to the Insurer with periodic and timely updates concurrent with activity occurring during the **Insured Event**; and

(3) if it appears to be in the best interest of an **Insured Person(s)**, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.

As additional conditions precedent to the Insurer's liability for **Judgments, Settlements and Defense Costs**, the Named Organization will immediately notify the Insurer of any claim or suit brought by or on behalf of an **Insured Person(s)** (or their heirs, estate or legal representatives) against the Named Organization solely and directly as a result of an **Insured Event**.

(d) Solely with respect to the **CIP Coverage Section**, the following shall apply:

The **Insured** shall notify the Insurer in writing as soon as practicable within the **Notice Period** of a **Personal Identity Event** first discovered by an **Insured** during the **Policy Period**. Such notice must include:

(1) how, when, and where the **Personal Identity Event** took place;

(2) the number of individuals and type of **Personal Identification** involved in the **Personal Identity Event**; and

(3) Upon request by the Insurer, the names and addresses of individuals affected by the **Personal Identity Event**.

The **Insured** shall also provide to the Insurer written notice of any **Claim or Administrative Action** arising from such **Personal Identity Event** in accordance with the terms of subparagraph (a)(1) above such notice to include the information set forth in this subparagraph (d).

## 9. DEFENSE COSTS, SETTLEMENTS, JUDGMENTS

Except as to the Crime and KRE **Coverage Sections**, the Insurer shall have both the right and the duty to defend and appoint an attorney to defend any **Claim** (or in the case of the CIP **Coverage Section**, any **Suit**) against an **Insured** alleging a **Wrongful Act**, even if such **Claim** or **Suit** is groundless, false or fraudulent.

The **Insured** shall have the right to effectively associate with the Insurer in the defense of any **Claim**, including, but not limited to, negotiating a settlement, subject to the provisions of this clause. However, the Insurer shall not be obligated to defend any **Claim** after the Limit(s) of Liability has been exhausted pursuant to Clause 6 Limit of Liability. The **Insured(s)** shall give the Insurer full cooperation and such information as it may reasonably require.

**The Insureds shall not admit or 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. Only those settlements, stipulated judgments and Defense Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of this Policy. The Insurer's consent shall not be unreasonably withheld and provided further that in all events the Insurer may withhold consent to any settlement, stipulated judgment or Defense Costs, or any portion thereof, to the extent such Loss is not covered under the terms of this Policy.**

If the Insurer recommends a settlement within this Policy's applicable Limit of Liability which is acceptable to the claimant (a "Settlement Opportunity"), and the **Insureds** consent to such settlement, then the applicable Retention amount shall be retroactively reduced by ten percent (10%) for such **Loss**. It shall be a condition to such reduction that the **Insureds** must consent to such settlement within thirty (30) days of the date the **Insureds** are first made aware of the Settlement Opportunity, or in the case of a Settlement Opportunity which arises from a settlement offer by the claimant, then within the time permitted by the claimant to accept such settlement offer, but in all events no later than thirty (30) days after the settlement offer was made.

However, if a Settlement Opportunity arises and the **Insureds** do not consent to the settlement within the time prescribed above, the Retention amount shall remain the applicable amount set forth in Item 3 of the Declarations even if consent is given to a subsequent Settlement Opportunity.

Furthermore, in the event the **Insureds** do not consent to the first Settlement Opportunity within the time prescribed above, then, subject to the Policy Aggregate Limit of Liability and Separate Limit of Liability or Shared Limit of Liability, if any, the Insurer's liability for all Loss on account of such **Claim** shall not exceed (1) the amount for which the Insurer could have settled such **Claim** plus **Defense Costs** incurred as of the date such settlement was proposed in writing by the Insurer, ("Settlement Opportunity Amount") plus (2) 70% of covered **Loss** in excess of such Settlement Opportunity Amount subject to this Policy's other Limit of Liability. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 3 of the Declarations.

Notwithstanding the foregoing, the **Insureds** shall be permitted to settle any **Claim** which settlement and all associated **Defense Costs** does not exceed the applicable Retention amount after applying the Settlement Opportunity rules set forth above (if applicable).

Where legally permissible, if the Insurer recommends a binding arbitration which is acceptable to the claimant and the **Insured** consents to submit to such arbitration, then the applicable Retention amount shall be reduced by ten percent (10%) but not more than \$2,500.

There shall be no requirement for the **Organization** to obtain prior written approval of the Insurer before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by the **Organization** to perform the **Crisis Management Services** has been approved by the Insurer.

## 10. DISCOVERY CLAUSE

Except as to the FLI, Crime, KRE and CIP **Coverage Sections**, if the Named Organization shall cancel this Policy, or the Insurer or the Named Organization shall refuse to renew one or more **Coverage Sections** of this Policy, the Named Organization, upon payment of the respective "Additional Premium Amount" described below, shall have the right to a period of one, two, three, four, five or six years or an unlimited duration following the effective date of such cancellation or nonrenewal (herein referred to as the "Discovery Period") in which to give to the Insurer written notice of **Claims** first made against the **Insureds** during the selected period for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by such **Coverage Section(s)**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or nonrenewal. The Additional Premium Amount for the Discovery Period shall be fully earned at the inception of the Discovery Period.

The Additional Premium Amount for: (1) one year shall be 40% of the full annual premium; (2) two years shall be 75% of the full annual premium; (3) three years shall be 100% of the full annual premium; (4) four years shall be 125% of the full annual premium; (5) five years shall be 150% of the full annual premium; (6) six years shall be 165% of the full annual premium; and (7) unlimited duration shall be at such terms, conditions and premium as the Insurer may reasonably decide. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period** with respect to the **Coverage Section(s)** for which discovery is elected.

In the event the Named Organization does not elect to purchase a Discovery Period, any **Individual Insured** shall have the right, within 60 days after the effective date of cancellation or non-renewal, to a period of one, two, three, four, five or six years or an unlimited duration following the effective date of such cancellation or nonrenewal in which to give to the Insurer written notice of **Claims** first made against the **Insureds** during the selected period for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by such **Coverage Section(s)**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 60 days of the effective date of cancellation or nonrenewal. The Additional Premium Amount for the Discovery Period shall be fully earned at the inception of the Discovery Period. Any such period offered shall apply solely to **Loss** incurred by any **Individual Insured** for which an **Organization** has not indemnified the **Individual Insured(s)**. Any such Discovery Period purchased shall apply to all **Individual Insureds** as if the Named Organization had purchased it. The Insurer shall have no obligation to notify any **Insured** of the existence of the right set forth in this paragraph. The Additional Premium Amount for: (1) one year shall be 36% of the full annual premium; (2) two years shall be 67.5% of the full annual premium; (3) three years shall be 90% of the full annual premium; (4) four years shall be 112.5% of the full annual premium; (5) five years shall be 135% of the full annual premium; (6) six years shall be 148.5% of the full annual

premium; and (7) unlimited duration shall be at such terms, conditions and premium as the Insurer may reasonably decide.

In the event of a Transaction, as defined in Clause 12, the Named Organization shall have the right, within 30 days before the end of the **Policy Period**, to request an offer from the Insurer of a Discovery Period (with respect to **Wrongful Acts** occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Organization may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

The Discovery Period is not cancelable. This clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

## 11. CANCELLATION CLAUSE

This Policy may be canceled by the Named Organization at any time only by mailing written prior notice to the Insurer at the address stated in Item 8 of the Declarations or by surrender of this Policy to the Insurer or its authorized agent. If this Policy is canceled by the Named Organization, the Insurer shall retain the customary short rate proportion of the premium herein.

This Policy may be canceled by or on the behalf of the Insurer only in the event of nonpayment of premium by the Named Organization. In the event of nonpayment of premium by the Named Organization, the Insurer may cancel this Policy by delivering to the Named Organization or by mailing to the Named Organization, by registered, certified, or other first class mail, at the Named Organization's address as shown in Item 1 of the Declarations, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. The **Policy Period** terminates at the date and hour specified in such notice, or at the date and time of surrender. The Insurer shall have the right to the premium amount for the portion of the **Policy Period** during which this Policy was in effect.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

## 12. CHANGE IN CONTROL OF NAMED ORGANIZATION

With respect to all **Coverage Sections** other than the CIP and Crime **Coverage Sections**, the following shall apply:

If during the **Policy Period**:

- (a) the Named Organization shall consolidate with or merge into, or sell all or substantially all of its assets to, any other person or entity, or group of persons or entities acting in concert;
- (b) any person or entity, or group of persons or entities, acting in concert shall acquire an amount of the voting interest representing more than fifty percent (50%) of the voting power for the election or appointment of directors, trustees or members of the board of managers of the Named Organization, or acquires the voting rights of such an amount of such interest; or

(c) the Named Organization shall change from not-for-profit to for-profit status;

(any of the above events are herein referred to as the "Transaction"),

then this Policy shall continue in full force and effect as to **Wrongful Acts** and **Insured Events** as defined in the KRE **Coverage Section** occurring prior to the effective time of the Transaction, but there shall be no coverage afforded by any provision of this Policy for any actual or alleged **Wrongful Act** or **Insured Event** occurring after the effective time of the Transaction. This Policy may not be canceled after the effective time of the Transaction and the entire premium for this Policy shall be deemed earned as of such time.

The Named Organization shall also have the right to an offer by the Insurer of a Discovery Period described in Clause 10 of this Policy for the D&O and EPL **Coverage Sections** and Clause 4 of the FLI **Coverage Section**. Such right shall not apply to the KRE **Coverage Section**.

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

### 13. SUBROGATION

(a) With respect to all **Coverage Sections** other than the CIP and Crime **Coverage Sections**, the following paragraph shall apply:

In the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Insurer to effectively bring suit in the name of any **Insureds**. In no event, however, shall the Insurer exercise its rights of subrogation against an **Individual Insured** or, in the case of the KRE **Coverage Section**, an **Insured Person** under this Policy unless such **Individual Insured** or **Insured Person** has been convicted of a criminal act, or been determined by a final adjudication to have committed a dishonest or fraudulent act or to have obtained any profit or advantage to which such **Individual Insured** was not legally entitled.

(b) In addition, with respect to the FLI **Coverage Section**, in the event this Policy has been purchased by an **Insured** other than a **Plan**, the Insurer shall have no right of recourse against an **Insured**.

(c) With respect to the CIP **Coverage Section**, in the event of any payment under this Policy, the Insurer shall be subrogated to the extent of such payment, to all rights of recovery of all **Insureds** arising out of a covered **Personal Identity Event**. The **Insureds** shall do whatever is necessary, including signing documents, to help the Insurer obtain that recovery.

## 14. OTHER INSURANCE AND INDEMNIFICATION

Solely with respect to the EPL and CIP **Coverage Sections**, unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by the EPL and CIP **Coverage Sections** shall be primary.

With respect to all other **Coverage Sections**, such insurance as is provided by this Policy shall apply only as excess over any valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the Policy Aggregate Limit of Liability provided by this Policy. This Policy shall be specifically excess of any other policy providing coverage for items 4(ii)-(viii) of the definition of **Wrongful Act** under the D&O **Coverage Section**.

In the event of a **Claim** against an **Insured** arising out of his or her service as an **Outside Entity Executive**, or a **Claim** against an **Insured** for the **Insured's** liability with respect to a leased or temporary **Employee**, coverage as is afforded by this Policy shall be specifically excess of indemnification provided by such **Outside Entity** or such leasing company or temporary agency and any insurance provided to such **Outside Entity** or such leasing company or temporary agency.

Further, in the event other insurance is provided to an **Outside Entity** or leasing company or temporary agency referenced in the above paragraph and such other insurance is provided by the **Insurer** or any member company of American International Group, Inc. (AIG) (or would be provided but for the application of the retention amount, exhaustion of the **Limit of Liability** or failure to submit a notice of a **Claim**), then the Insurer's maximum aggregate **Limit of Liability** for all **Loss** combined in connection with a **Claim** covered, in part or in whole, by this Policy and such other insurance policy issued by AIG, shall not exceed the greater of the **Policy Aggregate Limit of Liability** or any applicable **Separate Limit of Liability** or applicable **Shared Limit of Liability** of this Policy or the limit of liability of such other AIG insurance policy.

## 15. NOTICE AND AUTHORITY

It is agreed that the Named Organization shall act on behalf of the **Subsidiaries, Affiliates** and all **Insureds** with respect to the giving of notice of **Claim** or **Loss** or giving and receiving notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the receipt and acceptance of any endorsements issued to form a part of this Policy, and the exercising or declining of any right to a **Discovery Period** (except as otherwise provided in Clause 10).

## 16. ASSIGNMENT

This Policy and any and all rights hereunder are not assignable without the written consent of the Insurer, which shall be in the sole and absolute discretion of the Insurer.

## 17. ACTION AGAINST INSURER

With respect to all **Coverage Sections** other than the CIP, KRE and Crime **Coverage Sections**, the following shall apply:

No action shall lie against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the **Insureds'** obligation to

pay shall have been finally determined either by judgment against the **Insureds** after actual trial or by written agreement of the **Insureds**, the claimant and the Insurer.

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

## 18. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes or differences which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of **Loss**, may be submitted to the non-binding mediation process as set forth in this Clause.

Either the Named Organization or the Insurer may elect a non-binding mediation administered by any mediation facility to which the Insurer and the Named Organization mutually agree, in which all implicated **Individual Insureds, Organizations**, and the Insurer shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing Commercial Mediation Rules. The mediator shall have knowledge of the legal, corporate management, or insurance issues relevant to the matter(s) in dispute. The mediator shall also give due consideration to the general principles of the law of the state where the Named Organization is incorporated in the construction or interpretation of the provisions of this Policy. Either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until at least 120 days after the date the mediation shall be deemed concluded or terminated. Each party shall share equally the expenses of the non-binding mediation.

Subject to the Insurer's consent, which shall not be unreasonably withheld, the non-binding mediation may be commenced in any city and state within the United States, other than California or Texas. The Named Organization shall act on behalf of each and every **Individual Insured** in connection with any non-binding mediation under this clause.

## 19. REPRESENTATIONS AND SEVERABILITY

In granting coverage under this Policy, it is agreed that the Insurer has relied upon the statements, warranties and representations contained in the application for this Policy (including materials submitted thereto and, if this is a renewal application, all such previous policy applications for which this Policy is a renewal) as being accurate and complete. All such statements, warranties and representations are the basis for this Policy, are material to the risk assumed by the Insurer and are to be considered as incorporated into this Policy.

Except with respect to the Crime and CIP **Coverage Sections**, the following shall apply:

The **Insureds** agree that in the event that such statements, warranties and representations are not accurate and complete, then the coverage provided by this Policy shall be deemed void *ab initio* solely with respect to any of the following **Insureds**:

- (1) any **Individual Insured**, or **Insured Person** as defined in the KRE **Coverage Section**, who knew as of the inception date of the **Policy Period** the facts that were not accurately and completely disclosed in the application;
- (2) any **Organization**, to the extent it indemnifies any **Individual Insured** referenced in subparagraph (1) above;
- (3) any **Organization**, if any past or present chairman of the board, chief executive officer or chief financial officer (or equivalent position) or, with respect to the EPL **Coverage Section** only, director of human resources (or any equivalent position) of an **Organization** knew, as of the inception date of the **Policy Period**, the facts that were not accurately and completely disclosed in the application;

whether or not such **Individual Insured** knew that such facts were not accurately and completely disclosed in the application.

Except as provided in (1) through (3) above, no **Individual Insured's** knowledge shall be imputed to any other **Insured** and solely with respect to any **Non-Indemnifiable Loss** of an **Individual Insured** other than those identified in (1) above, under no circumstances shall the coverage provided by this Policy be deemed void, whether by rescission or otherwise, but such coverage will be subject to all other terms, conditions and exclusions of this Policy.

## 20. ORDER OF PAYMENTS

With respect to all **Coverage Sections** other than the CIP, KRE and Crime **Coverage Sections**, the following shall apply:

- (a) In the event of a **Loss** arising from or relating to any **Claim(s)** for which payment is due under the provisions of this Policy, but which **Loss**, in the aggregate, exceeds the remaining available Limit of Liability of this Policy, then this Policy shall:
  - (1) first pay such **Loss** for which coverage is provided to **Individual Insureds** to the extent that an **Organization** is neither permitted or required to indemnify the **Individual Insured(s)**, then with respect to whatever remaining amount of the Limit of Liability is available after payment of such **Loss**,
  - (2) pay **Indemnifiable Loss**, then with respect to whatever remaining amount of the Limit of Liability is available after payment of such **Loss**,
  - (3) pay such **Loss** for which coverage is otherwise provided under this Policy.
- (b) In the event of a **Loss** arising from a **Claim(s)** for which payment is due under the provisions of this Policy (including those circumstances described in the first paragraph of this Clause) the Insurer shall at the written request of the Named Organization:
  - (1) first pay such **Loss** for which coverage is provided to **Individual Insureds** to the extent that an **Organization** is neither permitted nor required to indemnify the **Individual Insured(s)**, then

(2) either pay or hold payment for such **Loss** for which coverage is otherwise provided under this Policy.

In the event that the Insurer withholds payment under (b)(2) above, then the Insurer shall, at the written request of the **Organization**, release such **Loss** payment to the **Organization**, or make such **Loss** payment directly to **Individual Insured(s)** in the event of covered **Loss** under any **Claim(s)** covered under this Policy to the extent that an **Organization** is neither permitted or required to indemnify the **Individual Insured(s)**.

The bankruptcy or insolvency of any **Organization** or any **Individual Insured** shall not relieve the Insurer of any of its obligations to prioritize payment of covered **Loss** under this Clause.

## 21. CHANGES

Notice to any representative of the Insurer or knowledge possessed by any representative or by any person will not effect a waiver or a change in any part of this Policy or estop the Insurer from asserting any right under the terms of this Policy, nor will the terms of this Policy be waived or changed, unless agreed to in writing by the Insurer.

## 22. HEADINGS

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

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# AIG NOT-FOR-PROFIT RISK PROTECTOR<sup>SM</sup> SB EDITION<sup>SM</sup>

## DIRECTORS, OFFICERS AND NOT-FOR-PROFIT ORGANIZATION LIABILITY COVERAGE SECTION ONE ("D&O Coverage Section")

**Notice:** Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to this Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this Coverage Section. In the event a conflict exists between a term or condition of the General Terms and Conditions and a term and condition of this Coverage Section, the term or condition of this Coverage Section shall control.

### 1. INSURING AGREEMENTS

#### COVERAGE A: INDIVIDUAL INSURED INSURANCE

This Policy shall pay on behalf of each and every **Individual Insured Loss** arising from a **Claim** first made against such **Individual Insured** during the **Policy Period** or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this Policy for any actual or alleged **Wrongful Act** of such **Individual Insured**, except when and to the extent that the **Organization** has indemnified the **Individual Insured**.

#### COVERAGE B: ORGANIZATION INDEMNIFICATION REIMBURSEMENT INSURANCE

This Policy shall pay on behalf of the **Organization Loss** arising from a **Claim** first made against an **Individual Insured** during the **Policy Period** or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this Policy for any actual or alleged **Wrongful Act** of such **Individual Insured**, but only when and to the extent that the **Organization** has indemnified such **Individual Insured** for such **Loss** pursuant to law, common or statutory, or contract, or the Charter or By-laws of the **Organization** duly effective under such law which determines and defines such rights of indemnity.

#### COVERAGE C: ORGANIZATION ENTITY COVERAGE

This Policy shall pay on behalf of the **Organization Loss** arising from a **Claim** first made against the **Organization** during the **Policy Period** or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this Policy for any actual or alleged **Wrongful Act** of the **Organization**.

#### COVERAGE D: CRISIS MANAGEMENT COVERAGE

This Policy shall pay the **Crisis Management Loss** of an **Organization** solely with respect to a **Crisis Management Event** first occurring during the **Policy Period** and reported to the Insurer pursuant to the terms of this Policy, up to the amount of the **Crisis Management Fund**; provided that payment of any **Crisis Management Loss** under this Policy shall not waive any of the Insurer's rights under this Policy or at law. Coverage D shall apply regardless of whether a **Claim** is ever made against an

**Insured** arising from such **Crisis Management Event** and, in the case where a **Claim** is made, regardless of whether the amount is incurred prior to or subsequent to the making of a **Claim**. A **Crisis Management Event** first occurs when the **Organization** or any of its directors or executive officers shall first become aware of the event and shall conclude at the earliest of the time when the **Crisis Management Firm** advises the **Organization** that the crisis no longer exists or when the applicable Limit of Liability has been exhausted.

## 2. DEFINITIONS

(a) **Claim** means:

- (1) a written demand for monetary, non-monetary or injunctive relief (including any request to toll or waive any statute of limitations);
- (2) a civil (including an arbitration), criminal, regulatory or administrative proceeding for monetary, non-monetary or injunctive relief which is commenced by :
  - (i) service of a complaint or similar pleading; or
  - (ii) return of an indictment, information or similar document (in the case of a criminal proceeding); or
  - (iii) receipt or filing of a notice of charges.

(b) **Crisis Management Event** means one of the following events which, in the good faith opinion of the **Organization**, did cause or is reasonably likely to cause, a **Material Effect**:

- (1) Abuse. The public announcement or accusation that an individual under the management control of the **Organization** has intentionally caused bodily injury to or the death of, any individual served by, or member of, the **Organization**.
- (2) Sexual Misconduct. The public announcement or accusation that an individual under the management control of the **Organization** has engaged in an act of sexual misconduct involving any individual served by, or member of, the **Organization**.
- (3) Debt default or Bankruptcy. The public announcement that the **Organization** has defaulted or intends to default on its debt or that it intends to file for bankruptcy protection or that a third party is seeking to file for involuntary bankruptcy on behalf of the **Organization**; or the imminence of bankruptcy proceedings, whether voluntary or involuntary.
- (4) Workplace Violence. The public report of any event of violent criminal behavior on premises controlled by the **Organization**.
- (5) Kidnap and Ransom/Extortion. Any **Insured Event** as defined in the KRE **Coverage Section**.
- (6) Not-for-Profit Tax Status Challenge. A public announcement of any challenge by any individual, governmental entity or regulator to the not-for-profit status of the **Organization**.

(7) Breach of Identity Confidentiality. The public announcement or accusation that the **Organization** has improperly disclosed personal identity information involving any individual served by, or member of, the **Organization**.

(8) Management Crises. The death, incapacity or criminal indictment of any director, officer, trustee, trustee emeritus or executive director, or any **Employee** on whom the **Organization** maintains key person life insurance.

(9) Regulatory Crisis. Formal governmental or regulatory proceedings which allege a misuse of governmental funds.

(10) Abduction or Improper Surrender of Control. A mistake in the parental identification of a human egg, embryo or baby; or the abduction of an **Individual Insured** or any minor child within the control of the **Organization** from premises under the active control of the **Organization**, including but not limited to, delivery of a minor child to a non-custodial parent.

(11) Contribution Revocation. The withdrawal, return, or request to return any non-governmental grant, contribution or bequest in excess of \$50,000.

(c) **Crisis Management Firm** means any public relations firm, crisis management firm or law firm hired by the **Organization** or its directors, officers or **Employees** to perform **Crisis Management Services** in connection with the **Crisis Management Event** that has been consented to by the Insurer, the consent for which shall not be unreasonably withheld. A list of firms which have been pre-approved by the Insurer and may be hired by the **Organization** without further approval by the Insurer is attached to this **Coverage Section** as Appendix 1.

(d) **Crisis Management Loss** means the following amounts incurred during the pendency of or within 90 days prior to and in anticipation of, the **Crisis Management Event**:

(1) Amounts for which the **Organization** is legally liable for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Organization** arising from a **Crisis Management Event**; and

(2) Amounts for which the **Organization** is legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the **Organization** or the **Crisis Management Firm**, in connection with the **Crisis Management Event**.

(e) **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Organization** or any of its directors, officers or **Employees** on minimizing potential harm to the **Organization** arising from the **Crisis Management Event**, including but not limited to maintaining and restoring public confidence in the **Organization**.

(f) **Excess Benefits** means an excess benefit as defined in the Taxpayer Bill of Rights Act, 2, 26 U.S.C. 4958.

(g) **Individual Insured(s)** means: (1) a past, present or future duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head, committee member (of a duly constituted committee of the **Organization**), staff or faculty member (salaried or non-salaried), or the functional equivalent thereof of an **Organization**; (2) **Outside Entity Executive**; (3) an **Employee** of an **Organization**; (4) any appointed official of any tax exempt entity, commission or board which is listed as the Named Organization; or (5) any member of the board of managers of any Limited Liability Company, or of any General or Limited Partnership which is a **Subsidiary** or a covered **Affiliate** of the Named Organization. Coverage will automatically apply to all new persons who become **Individual Insureds** after the inception date of this Policy.

(h) **Insured(s)** means the **Organization** and all **Individual Insureds**.

(i) **Loss** means damages, judgments, settlements, pre- and post-judgment interest, **Defense Costs** and **Crisis Management Loss**; however, **Loss** shall not include: (1) any amount for which the **Insureds** are not financially liable or which are without legal recourse to the **Insureds**; (2) matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed; (3) taxes or tax penalties (whether imposed by federal, state, local or other governmental authority); or (4) civil or criminal fines or penalties.

Subject to the other terms, conditions and exclusions of this Policy, **Loss** shall include **Defense Costs** for items specifically excluded from **Loss** pursuant to subparagraphs (1)-(4).

**Loss** shall specifically include **Defense Costs** for IRS Matters, **Excess Benefit Penalties** and **Individual Insured Regulatory Legislation Fines and Penalties** as described in Clause 3, EXTENSIONS of this **Coverage Section**.

**Loss** shall also specifically include (subject to this Policy's other terms, conditions and limitations, including but not limited to Exclusion (a) of this **Coverage Section** and Exclusion (a) of the General Terms and Conditions) punitive, exemplary and multiple damages. Enforceability of this paragraph shall be governed by such applicable law which most favors coverage for punitive, exemplary and multiple damages. For purposes of such coverage, "applicable law" includes, but is not limited to, the following jurisdictions: (a) where the **Wrongful Act** actually or allegedly took place; (b) where the damages are awarded; (c) where the Named Organization resides, is incorporated or has its principal place of business; and (d) where the Insurer is incorporated or has its principal place of business.

(j) **Material Effect** means the publication of unfavorable information regarding the **Organization** which can reasonably be considered to lessen public confidence in the competence of the **Organization**. Such publication must occur in either: (1) a daily newspaper of general circulation in the geographic area of the **Organization**; or (2) a radio or television news report on an **Organization** received in the geographic area of the **Organization**.

(k) **Regulatory Legislation** means solely the following:

- (1) The Campus Sexual Assault Victims' Bill of Rights Act of 1991;
- (2) The Student Right to Know Act of 1991;
- (3) The Federal Education Rights and Privacy Act of 1974 ("FERPA" or the "Buckley Amendment");

- (4) The Crime Awareness and Campus Security Act of 1990 ("Clery Act");
- (5) The Uniform Student Freedom of Expression Act;
- (6) The Freedom of Information Act (5 U.S.C. 552) and any similar state law;
- (7) Subtitle F of Title II of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and
- (8) Any state "Open Public Meetings" or "Sunshine" law.

(l) **Wrongful Act** means:

(1) with respect to **Individual Insureds**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by such **Individual Insureds** in his/her respective capacities as such, or any matter claimed against such **Individual Insured** solely by reason of his/her status as **Individual Insureds** of the **Organization**;

(2) with respect to the **Organization** under Coverage C, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by or on behalf of the **Organization**;

(3) with respect to **Outside Entity Executives**, any breach of duty, neglect, error, misstatement, misleading statement, omission or act by such **Outside Entity Executive** in his or her capacity as such or any matter claimed against such **Outside Entity Executive** solely by reason of his or her status as such; and

(4) with respect to both the **Individual Insureds** and the **Organization** and subject to paragraphs 1, 2 and 3 above, **Wrongful Act** shall specifically include:

- (i) violation of the Sherman Antitrust Act or similar federal, state or local statutes or rules;
- (ii) libel, slander, defamation or publication or utterance in violation of an individual's right of privacy;
- (iii) wrongful entry or eviction or other invasion of the right of occupancy;
- (iv) false arrest or wrongful detention;
- (v) plagiarism;
- (vi) infringement of copyright or trademark or unauthorized use of title;
- (vii) mismanagement of the assets or funds of the **Organization** other than the purchase or sale of securities; and
- (viii) acts, errors or omissions occurring in the accreditation, peer review or discipline of members of the **Organization**.

### 3. EXTENSIONS

#### (a) Defense Costs for IRS Matters Extension

Subject otherwise to the terms of this Policy, **Loss** shall include **Defense Costs** incurred in connection with a **Claim** seeking an assessment of taxes, initial taxes, additional taxes, tax deficiencies, excise taxes or penalties pursuant to the following sections of the Internal Revenue Code of 1986 (as amended):

Section 4911 (tax on excess expenditures to influence legislation);

Section 4940 (a) (tax on net investment income of tax exempt foundations);

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Section 4941 (taxes on self-dealing);  
Section 4942 (taxes on failure to distribute income);  
Section 4943 (taxes on excess business holding);  
Section 4944 (taxes on investments which jeopardize charitable purpose);  
Section 4945 (taxes on taxable expenditures);  
Section 6652 (c) (1) (A) and (B) (penalties for failure to file certain information returns or registration statements);  
Section 6655 (a) (1) (penalties for failure to pay estimated income tax); and  
Section 6656 (a) and (b) (penalties for failure to make deposit of taxes).

#### **(b) Excess Benefit Penalty Extension**

Subject otherwise to the terms of this Policy, **Loss** shall include any **Excess Benefits** penalty assessed in the amount of 10% by the Internal Revenue Service ("IRS") against any **Insured(s)** for management's involvement in the award of an **Excess Benefit** and the **Defense Costs** attributable thereto. **Loss** shall specifically exclude: (1) any 25% penalty assessed by the IRS against an **Insured** deemed to have received an **Excess Benefit**; (2) **Defense Costs** incurred to defend any **Individual Insured** if it has been in fact determined that such individual received an **Excess Benefit**; and (3) any 200% penalty assessed by the IRS for failure to correct the award of an **Excess Benefit**. In all events, the assessment by the IRS of a 200% penalty against any **Insured** shall void *ab initio* all coverage afforded to such **Insured** pursuant to this paragraph.

#### **(c) Individual Insured Regulatory Legislation Fines and Penalties Extension**

Subject otherwise to the terms of this Policy, **Loss** shall include the fines and penalties of **Individual Insureds** arising from any regulatory proceeding first commenced during the Policy Period or the Discovery Period (if applicable) alleging a violation of any **Regulatory Legislation** or the rules promulgated by the applicable **Governmental Entity** associated therewith in an amount not to exceed \$10,000 per **Individual Insured**.

The maximum limit of the Insurer's liability for all such fines and penalties combined arising from all regulatory proceedings alleging a violation of any **Regulatory Legislation** during the **Policy Period** or the Discovery Period (if applicable), in the aggregate, shall be the Sub-Limit of Liability as set forth in the Declarations.

### **4. EXCLUSIONS**

In addition to the exclusions set forth in Clause 5 of the General Terms and Conditions, the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

(a) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if any final adjudication establishes that such criminal or deliberate fraudulent act was committed;

[For the purposes of determining the applicability of this exclusion: (1) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any **Individual Insured**; and (2) only facts pertaining to and knowledge possessed by any past, present or future chairman of the board,

chief executive officer or chief financial officer (or equivalent positions) of the **Organization** shall be imputed to the **Organization**.]

- (b) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **Individual Insured** serving in any capacity, other than as **Individual Insured** of the **Organization** or as an **Outside Entity Executive** of an **Outside Entity**;
- (c) which is brought by or on behalf of an **Organization** against an **Individual Insured**; provided, however, that this exclusion shall not apply: (1) to any **Claim** made on behalf of an **Organization** by a member, an attorney general or any other such representative party if such **Claim** is brought and maintained independently of and without the solicitation of or assistance of, or active participation of or intervention of any **Individual Insured** or an **Organization** or any **Affiliate** thereof; or (2) in any bankruptcy proceeding by or against an **Organization**, to any **Claim** brought by the examiner, trustee, receiver, liquidator or rehabilitator (or any assignee thereof) of such **Organization**;
- (d) for any **Wrongful Act** arising out of an **Individual Insured** serving as an **Outside Entity Executive** if such **Claim** is brought by the **Outside Entity** or by any director, officer, manager, trustee, trustee emeritus, regent or governor (or any equivalent executive position) thereof;
- (e) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of an **Insured** under any express contract or agreement; provided, however, that this exclusion shall not apply to:
  - (1) liability which would have attached in the absence of such express contract or agreement; or
  - (2) **Defense Costs** incurred by or on behalf of any **Individual Insured(s)**;
- (f) alleging, arising out of, based upon or attributable to any purchase or sale of securities by the Named Organization, **Subsidiary** or **Affiliate** or **Claims** brought by securities holders of an **Organization** in their capacity as such; provided, however, this exclusion shall not apply to the issuance by the **Organization** of tax exempt bond debt or a **Claim** brought by tax exempt bond debt holders if it is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of an **Organization** or any **Individual Insured**;
- (g) alleging, arising out of, based upon, or attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Employment Practices Violation** or **Non-Employment Discrimination** as those terms are defined in the EPL **Coverage Section**;
- (h) alleging, arising out of, is based upon or attributable to or is in any way related to the **Insureds'** performance or rendering of or failure to perform or render medical or other healthcare services or treatments for others;
- (i) alleging, arising out of, based upon or attributable to any actual or alleged infringement of patent or misappropriation of trade secrets; provided, however, that this exclusion shall not apply with respect to a **Claim** made against an **Individual Insured**;

The following exclusions are only applicable to **Loss** in connection with a **Claim** made against any **Insured** if the **Insured Organization** is a partnership:

- (j) alleging, arising out of, based upon or attributable to the commingling of funds;
- (k) for the return or reimbursement of fees paid by a partnership to a General Partner or an affiliate thereof in connection with services performed for the partnership; provided, however, that this exclusion shall not apply to **Defense Costs**; or
- (l) brought by: (i) any entity or person that has an ownership interest in a partnership formed as a general partnership; or (ii) any **Individual Insured** of such partnership.

This Clause 4 shall not be applicable to **Crisis Management Loss**.

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## APPENDIX 1

### PRE-APPROVED CRISIS FIRMS

- |   |   |
|---|---|
| (1) ABERNATHY MACGREGOR<br>SCANLON<br>501 Madison Avenue<br>New York, NY 10022<br>(212) 371-5999<br>Contact: James T. MacGregor | (5) ROBINSON LERER & MONTGOMERY<br>1345 Avenue of the Americas, 4 <sup>th</sup> FL<br>New York, New York 10105<br>(646) 805-2000<br>Contact : Michael Gross |
| (2) BURSON-MARSTELLER<br>230 Park Avenue South<br>New York, NY 10003-1566<br>(212) 614-5236<br>Contact: Michael Claes           | (6) SARD VERBINNEN & CO.<br>630 Third Avenue<br>New York, NY 10017<br>(212) 687-8080<br>Contact: Paul Verbinnen or George Sard                              |
| (3) PATTON BOGGS, LLP<br>2550 M Street, N.W.<br>Washington, D.C., 20037<br>(202) 457-6000<br>Contact: Thomas H. Boggs           | (7) SITRICK & COMPANY<br>1840 Century Park East<br>Suite 800<br>Los Angeles, CA 90067<br>(310) 788-2850<br>Contact: Michael Sitrick                         |
| (4) KEKST AND COMPANY<br>437 Madison Avenue<br>New York, NY 10022<br>(212) 521-4830<br>Contact: Lissa Perlman                   | (8) ORRICK, HERRINGTON & SUTCLIFFE,<br>LLP<br>Washington Harbour<br>3050 K Street, NW<br>Suite 700<br>Washington, DC 20007-5135<br>Contact: Lanny Davis     |

# AIG NOT-FOR-PROFIT RISK PROTECTOR<sup>SM</sup> SB EDITION<sup>SM</sup>

## EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTION TWO ("EPL Coverage Section")

**Notice:** Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this Coverage Section. In the event a conflict exists between a term or condition of the General Terms and Conditions and a term and condition of this Coverage Section, the term or condition of this Coverage Section shall control.

### 1. INSURING AGREEMENT

This Policy shall pay the **Loss** of each and every **Insured** arising from a **Claim** first made against such **Insured** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the Insurer pursuant to the terms of this policy for any **Wrongful Act**.

### 2. DEFINITIONS

(a) **Claim** means:

- (1) a written demand for monetary relief or non-monetary relief (including any request to toll or waive any statute of limitations);
- (2) a civil (including an arbitration), criminal, regulatory or administrative proceeding for monetary relief or non-monetary relief which is commenced by :
  - (i) service of a complaint or similar pleading;
  - (ii) return of an indictment, information or similar document (in the case of a criminal proceeding); or
  - (iii) receipt or filing of a notice of charges.

The term **Claim** shall include an Equal Employment Opportunity Commission ("EEOC") or Office of Federal Contract Compliance Program ("OFCCP") (or similar federal, state or local agency) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document of which notice has been given to the **Insured**.

However, in no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

(b) **Employment Practice Claim** means a **Claim** alleging an **Employment Practices Violation**.

(c) **Employment Practices Violation** means any actual or alleged:

- (1) wrongful dismissal, discharge or termination (either actual or constructive) of employment;

- (2) harassment (including sexual harassment, whether "quid pro quo," hostile work environment or otherwise);
- (3) discrimination (including, but not limited to, discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, or disability);
- (4) **Retaliation;**
- (5) employment-related misrepresentation(s) to an **Employee** or applicant for employment with the **Organization;**
- (6) employment-related libel, slander, humiliation, defamation or invasion of privacy;
- (7) wrongful failure to employ or promote;
- (8) wrongful deprivation of career opportunity with the **Organization**, wrongful demotion or negligent **Employee** evaluation, including the giving of negative or defamatory statements in connection with an **Employee** reference;
- (9) wrongful discipline;
- (10) failure to grant tenure or practice privileges;
- (11) failure to provide or enforce adequate or consistent **Organization** policies or procedures relating to any **Employment Practices Violation;**
- (12) negligent employee reassignment;
- (13) breach of written employment contract or implied employment contract;
- (14) violation of the Family Medical Leave Act;
- (15) violation of the Uniformed Services Employment and Reemployment Rights Act;
- (16) negligent training, supervision or hiring of **Employees** relating to any of the above;
- (17) failure to provide and enforce adequate policies and procedures relating to an **Organization's** electronic communications systems relating to an otherwise covered **Employment Practices Violation;** and
- (18) violation of an individual's civil rights under any federal, state or local law relating to any of the above,

but only if the **Employment Practices Violation** relates to an **Individual Insured** or applicant for employment with the **Organization** or an **Outside Entity**, whether direct, indirect, intentional or unintentional.

(d) **Individual Insured(s)** means: (1) a past, present or future duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head, committee member (of a duly constituted committee of the **Organization**), staff or faculty member (salaried or non-salaried), or the functional equivalent thereof of an **Organization**; (2) an **Employee** of an **Organization**; (3) an **Outside Entity Executive**; (4) any appointed official of any tax exempt entity, commission or board which is listed as the Named Organization; or (5) any member of the board of managers of any Limited Liability Company, or of any General or Limited Partnership which is a **Subsidiary** or a covered **Affiliate** of the Named Organization. Coverage will automatically apply to all new persons who become **Individual Insureds** after the inception date of this Policy.

(e) **Insured(s)** means the **Organization** and any **Individual Insured**.

(f) **Loss** means damages (including front pay and back pay), judgments (including pre-judgment and post-judgment interest on that part of any covered judgment paid under this **Coverage Section**), settlements, statutory attorneys' fees, **Defense Costs** and multiple or liquidated damages awards under the Age Discrimination in Employment Act and the Equal Pay Act; however, **Loss** shall not include: (1) any amount for which the **Insureds** are not financially liable or which are without legal recourse to the **Insureds**; (2) employment-related benefits, stock options, perquisites, deferred compensation or any other type of compensation other than salary, wages or bonus compensation; (3) civil or criminal fines or penalties; (4) taxes or tax penalties (whether imposed by federal, state, local or other governmental authority); (5) any liability or costs incurred by any **Insured** to modify any building or property in order to make said building or property more accessible or accommodating to any disabled person, or any liability or costs incurred in connection with any educational, sensitivity or other corporate program, policy or seminar relating to an **Employment Practices Claim**; (6) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed. **Defense Costs** shall be provided for items specifically excluded from **Loss** pursuant to subparagraphs (1)-(6) above of this Definition, subject to the other terms, conditions and exclusions of this Policy.

Notwithstanding the foregoing paragraph, **Loss** shall specifically include (subject to this Policy's other terms, conditions and limitations, including but not limited to Exclusion (a) of this **Coverage Section** and Exclusion (a) of the General Terms and Conditions) punitive, exemplary and multiple damages. Enforceability of this paragraph shall be governed by such applicable law that most favors coverage for such penalties and punitive, exemplary and multiple damages. For purposes of such coverage, "applicable law" includes, but is not limited to, the following jurisdictions: (a) where the **Wrongful Act** actually or allegedly took place; (b) where the damages are awarded; (c) where the Named Organization resides, is incorporated or has its principal place of business; and (d) where the Insurer is incorporated or has its principal place of business.

(g) **Non-Employment Discrimination** means any actual or alleged harassment or unlawful discrimination, as described in subparagraphs (2) and (3) of the definition of **Employment Practices Violation**, or the violation of the civil rights of a person relating to such harassment or discrimination, when such acts are alleged to be committed against anyone other than an **Individual Insured** or applicant for employment with the **Organization** or an **Outside Entity**, including, but not limited to: students, patients, members, customers and suppliers.

(h) **Wrongful Act** means: (1) an **Employment Practices Violation**; or (2) **Non-Employment Discrimination**.

### 3. EXCLUSIONS

In addition to the exclusions set forth in Clause 5 of the General Terms and Conditions, the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured**:

(a) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act if any final adjudication establishes that such criminal or deliberate fraudulent act was committed;

[For the purposes of determining the applicability of this exclusion: (1) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any **Individual Insured**; and (2) only facts pertaining to and knowledge possessed by any past, present or future chairman of the board, chief executive officer or chief financial officer (or equivalent positions) of the **Organization** shall be imputed to the **Organization**.]

(b) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of an **Insured** under any express contract or agreement; provided, however, that this exclusion shall not apply to:

(1) liability which would have attached in the absence of such express contract or agreement; or

(2) **Defense Costs** incurred by or on behalf of any **Insured(s)**; or

(c) alleging, arising out of, based upon or attributable to any actual or alleged act or omission of an **Individual Insured** serving in any capacity, other than as a director, officer, management committee member, member of the board of managers, or **Employee** of the **Organization** or as a director, officer, trustee or governor of an **Outside Entity**.

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## FIDUCIARY LIABILITY INSURANCE COVERAGE SECTION THREE ("FLI COVERAGE SECTION")

**Notice:** Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to this Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this Coverage Section. In the event a conflict exists between a term or condition of the General Terms and Conditions and a term and condition of this Coverage Section, the term or condition of this Coverage Section shall control.

### 1. INSURING AGREEMENTS

- (a) Solely with respect to **Claims** first made against an **Insured** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the Insurer pursuant to the terms of this Policy, this Policy shall pay the **Loss** of each and every **Insured** arising from a **Claim** against an **Insured** for any actual or alleged **Wrongful Act** by any such **Insured** or by any **Employee** for whom such **Insured** is legally responsible.
- (b) Solely with respect to **CAP Penalties** and **Delinquent Filer Penalties** assessed against an **Insured**, and **Voluntary Fiduciary Correction Loss** incurred by an **Insured**, during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the Insurer pursuant to the terms of this Policy, this Policy shall:
- (i) pay the **CAP Penalties** and **Delinquent Filer Penalties**; and
  - (ii) reimburse the **Voluntary Fiduciary Correction Loss**,

of each and every **Insured**, collectively not to exceed the amount of the Sub-Limit of Liability for **Voluntary Compliance Loss** set forth in Item 7(d) of the Declarations.

The payment of any **Voluntary Compliance Loss** under this Policy shall not waive any of the **Insurer's** rights under this Policy or at law, including in the event that a **Voluntary Compliance Loss** results in a **Claim**.

- (c) Solely with respect to **HIPAA Penalties** assessed against an **Insured** during the **Policy Period** or the **Discovery Period** (if applicable) and reported to the Insurer pursuant to the terms of this Policy, this Policy shall pay the **HIPAA Penalties** of each and every **Insured**, collectively not to exceed the amount of the Sub-Limit of Liability for **HIPAA Penalties** set forth in Item 7(e) of the Declarations.

## 2. DEFINITIONS

- (a) **Benefits** means any obligation sought under a **Plan** by or on behalf of a participant or beneficiary under a **Plan** which is a payment of money or property, or the grant of a privilege, right, option or perquisite.
- (b) **Breach of Fiduciary Duty** means a violation of the responsibilities, obligations or duties imposed upon **Insureds** by **ERISA**.
- (c) **Cafeteria Plan** means a plan as defined in Section 125 of the Internal Revenue Code of 1986, as amended or a plan from which the participants may choose among two or more benefits consisting of cash and qualified benefits.
- (d) **CAP Penalties** means fines, penalties, sanctions, voluntary correction fees, compliance fees or user fees assessed against or collected from an **Insured** by the Internal Revenue Service (IRS) pursuant to a written agreement to correct an inadvertent **Plan** defect under an Employee Plans Compliance Resolution System established by the Internal Revenue Service, provided that such agreement to correct such **Plan** defect was entered into in writing by the **Insured** with the IRS during the **Policy Period** (or during the policy period of a policy issued by the Insurer of which this policy is a continuous renewal).
- (e) **Claim** means:
- (1) a written demand for monetary, non-monetary or injunctive relief;
  - (2) a civil, criminal or arbitration proceeding for monetary, non-monetary or injunctive relief which is commenced by:
    - (i) service of a complaint or similar pleading;
    - (ii) return of an indictment (in the case of a criminal proceeding); or
    - (iii) receipt or filing of a notice of charges;
  - (3) a formal agency adjudicative proceeding anywhere in the world to which an **Insured** is subject; or
  - (4) any fact-finding investigation by the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or similar governmental agency which is located outside of the United States.
- (f) **Delinquent Filer Penalties** means penalties assessed by the U.S. Department of Labor or the IRS under a Delinquent Filer Voluntary Compliance Program for inadvertent failure to file Form 5500, provided that the failure to file such Form 5500 occurred during the **Policy Period** (or during the policy period of a policy issued by the Insurer of which this Policy is a continuous renewal).
- (g) **Dependent Care Assistance Program** means a dependent care assistance program as defined in Section 129 of the Internal Revenue Code of 1986, as amended.

- (h) **Employee Benefit Law** means **ERISA** or any similar common or statutory law of the United States of America, Canada or any state or other jurisdiction anywhere in the world to which a **Plan** is subject. Solely with respect to subparagraph 3(bb)(2) of the definition of **Wrongful Act** in this **Coverage Section**, **Employee Benefit Law** shall also include **HIPAA Privacy Regulations** and any laws concerning unemployment insurance, Social Security, government-mandated disability benefits or similar law. Except as provided in the previous sentence, **Employee Benefit Law** shall not include any law concerning workers' compensation, unemployment insurance, Social Security, government-mandated disability benefits or similar law.
- (i) **ERISA** means the Employee Retirement Income Security Act of 1974 (including, but not limited to, amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985, the Health Insurance Portability and Accountability Act of 1996, the Newborns' and Mothers' Health Protection Act of 1996, the Mental Health Parity Act of 1996, the Women's Health and Cancer Rights Act of 1998, and the Pension Protection Act of 2006), and including any amendment or revision thereto.
- (j) **ESOP** means any employee stock ownership plan as defined in **ERISA**, or any other **Plan** under which investments are made primarily in securities of (i) the **Organization**, (ii) any acquired **Subsidiary**, or (iii) any parent of any acquired **Subsidiary**, or whose assets at any time within twelve (12) months prior to the inception date of this policy were comprised of ten percent (10%) or more of securities of (i) the **Organization**, (ii) any acquired **Subsidiary**, or (iii) any parent of any acquired **Subsidiary**.
- (k) **Fiduciary** means a fiduciary as defined in any applicable **Employee Benefit Law** with respect to a **Plan**, or a person or entity who exercises discretionary control respecting the management of a **Plan** or the disposition of its assets.
- (l) **Fringe Benefit** means any plan or benefit described in Section 132 of the Internal Revenue Code of 1986, as amended.
- (m) **HIPAA Penalties** means civil money penalties imposed upon an **Insured** for violation of **HIPAA Privacy Regulations**.
- (n) **HIPAA Privacy Regulations** means the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended.
- (o) **Individual Insured** means any past, present or future natural person director, officer or **Employee** of the **Organization** or, if applicable, of a **Plan**, and as to all of the above, in his or her capacity as a **Fiduciary**, administrator or trustee of a **Plan**.
- (p) **Insured(s)** means:
- (1) any **Individual Insured**;
  - (2) any **Plan(s)**;
  - (3) the **Organization**; and

(4) any other person or entity in his, her or its capacity as a **Fiduciary**, administrator or trustee of a **Plan** who is included in the Definition of **Insured** by specific written endorsement attached to this Policy.

(q) **IRA-based Plan** means any payroll deduction IRA (Individual Retirement Account), SEP (Simplified Employee Pension Plan), SARSEP (Salary Reduction Simplified Employee Pension Plan) or SIMPLE IRA (Savings Incentive Match Plan for Employees), established or administered by the **Organization**, solely for the benefit of the employees and/or the directors or officers of the **Organization**;

(r) **Loss** means damages, judgments (including pre and post-judgment interest on that part of any covered judgment under this **Coverage Section**), settlements and **Defense Costs**; provided, however, that **Loss** shall not include: (1) civil or criminal fines or penalties imposed by law, except (i) to the extent set forth in Item 7(d) of the Declarations for **Voluntary Compliance Loss**; (ii) **UK Fines and Penalties**, (iii) the five percent (5%) or less civil penalty imposed upon an **Insured** under Section 502(i) of **ERISA**, (iv) the twenty percent (20%) or less penalty imposed upon an **Insured** under Section 502(l) of **ERISA** with respect to covered settlements or judgments under this **Coverage Section**; and (v) to the extent set forth in Item 7(e) of the Declarations for **HIPAA Penalties**; (2) the multiplied portion of multiplied damages; (3) taxes or tax penalties; (4) any amount for which an **Insured** is not financially liable or which is without legal recourse to the **Insured**; (5) **Benefits**, or that portion of any settlement or award in an amount equal to such **Benefits**, unless and to the extent that recovery of such **Benefits** is based upon a covered **Wrongful Act** and is payable as a personal obligation of an **Individual Insured**; or (6) matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed; provided, however, that **Loss** shall include a monetary award in, or fund for settling, a **Claim** against any **Insured** to the extent it alleges a loss to a **Plan** and/or loss in the actual accounts of participants in a **Plan** by reason of a change in value of the investments held by that **Plan**, including, but not limited to, the securities of the **Organization**, regardless of whether the amounts sought in such **Claim** have been characterized by plaintiffs as "benefits" or held by a court to be "benefits."

**Defense Costs** shall be provided for items specifically excluded from **Loss** pursuant to subparagraphs (1)-(6) above of this definition, subject to the other terms, conditions and exclusions of this Policy.

**Loss** shall include (subject to this Policy's other terms, conditions and exclusions, including but not limited to Exclusion (a) of this **Coverage Section** and Exclusion (a) of the General Terms and Conditions) punitive and exemplary damages. Enforceability of this paragraph shall be governed by such applicable law which most favors coverage for punitive and exemplary damages. For purposes of such coverage, "applicable law" includes, but is not limited to, the following jurisdictions: (a) where the **Wrongful Act** actually or allegedly took place; (b) where the damages are awarded; (c) where the Named Organization resides, is incorporated or has its principal place of business; and (d) where the Insurer is incorporated or has its principal place of business.

(s) **Non-qualified Plan** means any of the following plans for a select group of management or highly compensated directors, officers and/or employees: deferred compensation plan, supplemental executive retirement plan, top-hat plan or excess benefit plan.

(t) **Pension Plan** means a pension plan as defined in any **Employee Benefit Law**, including but not limited to any plan formed pursuant to Section 403(b) or Section 457 of the Internal Revenue Code.

(u) **Plan** means automatically, any plan, fund, trust or program (including, but not limited to, any **IRA-based Plan, Welfare Plan, Cafeteria Plan, Dependent Care Assistance Program, Fringe Benefit, Non-qualified Plan, or qualified Pension Plan**), established anywhere in the world, which was, is or shall be sponsored solely by the **Organization**, or sponsored jointly by the **Organization** and a labor organization, solely for the benefit of the employees and/or the directors and officers of the **Organization**, subject to the following provisions:

- (1) if such **Plan** is a **Pension Plan(s)**, other than an **ESOP** or **Pension Plan** described in subparagraphs (5)(a), (5)(b), 6(a) or 6(b) below, then the Named Organization shall provide written notice of such **Plan** to the Insurer prior to the inception date of this Policy, unless such **Plan** was already covered under a policy issued by the Insurer of which this Policy is a continuous renewal;
- (2) if such **Plan** was sold, spun-off or terminated prior to the inception date of this Policy the Named Organization shall provide written notice of such sale, spin-off or termination to the Insurer prior to the inception date of this Policy and pay any required premium relating to such **Plan**, unless such sale, spin-off or termination had already been reported to the Insurer under a policy issued by the Insurer of which this Policy is a continuous renewal;
- (3) if such **Plan** is sold, spun-off or terminated during the **Policy Period**, the Named Organization shall provide written notice of such sale, spin-off or termination to the Insurer prior to the end of the **Policy Period**;
- (4) if such **Plan** is an **ESOP** or stock option plan, the Named Organization shall provide written notice of such **Plan** to the Insurer unless such **Plan** was already covered under a policy issued by the Insurer of which this Policy is a continuous renewal and such **Plan** is added to the definition of **Plan** by specific written endorsement attached to this Policy;
- (5) if such **Plan** is a **Pension Plan** (other than an **ESOP**) and:
  - (a) is acquired during the **Policy Period** as a result of the Named Organization's acquisition of a **Subsidiary** whose assets total less than 25% of the total consolidated assets of the Named Organization as of the inception date of this Policy; or
  - (b) is acquired during the **Policy Period** and such **Plan's** assets total less than 25% of the total consolidated assets of all covered **Pension Plans** as of the inception date of this policy;

then this Policy shall apply to such **Plan** (but solely with respect to a **Wrongful Act(s)** occurring after the date of such acquisition). The Named Organization shall provide the Insurer with full particulars of such new Plan before the end of the **Policy Period**; or

(6) if such **Plan** is a **Pension Plan** (other than an **ESOP**) and:

(a) is acquired during the **Policy Period** as a result of the Named Organization's acquisition of a **Subsidiary** whose assets total more than 25% of the total consolidated assets of the **Named Organization** as of the inception date of this Policy; or

(b) is acquired during the **Policy Period** and such **Plan's** assets total more than 25% of the total consolidated assets of all covered **Pension Plans** as of the inception date of this Policy,

then, this Policy shall apply to such **Plan** (but solely with respect to a **Wrongful Act(s)** occurring after the date of such acquisition), but only upon the condition that within 90 days of its acquisition, the Named Organization shall have provided the Insurer with a completed application for such new **Plan** and agreed to any additional premium or amendment of the provisions of this Policy required by the Insurer relating to such new **Plan**. The 90 day reporting condition shall not apply if such new **Plan** does not constitute one of the five largest **Pension Plans** of the Named Organization and the failure to report such **Plan** within the 90 day reporting period was due to inadvertent omission by the Named Organization and upon discovery of such **Plan**, the Named Organization shall notify the Insurer as soon as practicable, provide any information required by the Insurer relating to such **Plan** and pay any premium required by the Insurer relating to such **Plan**.

**Plan** shall also include: (i) the following government-mandated programs: unemployment insurance, Social Security, or disability benefits, but solely with respect to a **Wrongful Act** defined in subparagraph (2) of the Definition of **Wrongful Act** in this policy; (ii) any **Pension Plan** (other than an **ESOP**) considered or created by the Named Organization during the **Policy Period**; and (iii) any other plan, fund or program, which is included in the definition of **Plan** by specific written endorsement attached to this Policy.

In no event, however, shall the definition of **Plan** include any multiemployer plan as defined in **Employee Benefit Law**.

(v) **UK Fines and Penalties** means civil fines and penalties assessed against an **Insured** by either the Pensions Ombudsman appointed by the Secretary of State for Social Services in the United Kingdom, by the Occupational Pensions Regulatory Authority in the United Kingdom, by the Pensions Regulator in the United Kingdom, or any successor body thereto.

(w) **Voluntary Compliance Loss** means **CAP Penalties, Delinquent Filer Penalties** and **Voluntary Fiduciary Correction Loss**.

(x) **Voluntary Fiduciary Correction Consulting Fees** means fees charged by a third party actuary, benefits consultant or accountant resulting solely from the correction of an actual or potential

**Breach of Fiduciary Duty**, but excluding any fees, costs or expenses associated with: (i) a **Plan** audit; or (ii) identifying, finding or assessing such **Breach of Fiduciary Duty**.

(y) **Voluntary Fiduciary Correction Defense Expenses** means reasonable and necessary attorney's fees, costs or expenses resulting solely from the correction of an actual or potential **Breach of Fiduciary Duty**, but excluding any fees, costs and expenses associated with finding or assessing such **Breach of Fiduciary Duty** and any compensation of **Individual Insureds**.

(z) **Voluntary Fiduciary Correction Loss** means damages, **Voluntary Fiduciary Correction Defense Expenses** and **Voluntary Fiduciary Correction Consulting Fees** consented to by the Insurer incurred in connection with the U.S. Department of Labor's ("DOL") Voluntary Fiduciary Correction Program as set forth in the Federal Register, resulting from an inadvertent **Breach of Fiduciary Duty** occurring during the **Policy Period** (or during the policy period of a policy issued by the Insurer of which this Policy is a continuous renewal), provided that such compliance with the DOL's Voluntary Fiduciary Correction Program results in the **Insured** obtaining a "No Action" letter from the DOL; however, **Voluntary Fiduciary Correction Loss** shall not include: (1) civil or criminal fines or penalties imposed by law; (2) punitive or exemplary damages; (3) the multiplied portion of multiplied damages; (4) taxes or tax penalties; (5) any amount for which an **Insured** is not financially liable or which is without legal recourse to the **Insured**; (6) **Benefits**, or that portion of damages equal to such **Benefits**; (7) matters of which the **Insured** had knowledge prior to the inception date of this Policy or the first policy issued by the Insurer to the Named Organization of which this Policy is a continuous renewal; or (8) matters which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

(aa) **Welfare Plan** means a welfare plan as defined in **Employee Benefit Law**.

(bb) **Wrongful Act** means:

(1) a violation by an **Insured** of any of the responsibilities, obligations or duties imposed upon **Fiduciaries** by **Employee Benefit Law**; or any matter claimed against an **Insured** solely by reason of his, her or its status as a **Fiduciary**, but only with respect to a **Plan**; and

(2) any act, error or omission by an **Insured** solely in the performance of one or more of the following administrative duties or activities, but only with respect to a **Plan**:

(i) counseling employees, participants and beneficiaries;

(ii) providing interpretations;

(iii) handling of records; or

(iv) activities effecting enrollment, termination or cancellation of employees, participants and beneficiaries under the **Plan**,

or any matter claimed against an **Insured** solely by reason of his, her or its status as an administrator, but only with respect to a **Plan**.

(3) as respects an **Individual Insured**, any matter claimed against him or her arising out of his or her service as a **Fiduciary** or administrator of any multiemployer plan as defined by **ERISA**, but only if such service is at the specific written request or direction of the Named Organization and such multiemployer plan is added by specific written endorsement attached to this Policy, identified as a multiemployer plan and any required premium is paid. In no event shall coverage under this Policy extend to a **Claim** against a multiemployer plan itself, its contributing employer(s) or any other fiduciaries or administrators of such plan, other than an **Individual Insured**.

### 3. EXCLUSIONS

In addition to the exclusions set forth in Clause 5 of the General Terms and Conditions, the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured**:

(a) arising out of, based upon or attributable to the committing of any criminal or deliberate fraudulent act, or any knowing or willful violation of any statute, rule or law, including, but not limited to, **Employee Benefit Law**, if any final adjudication establishes that such criminal or deliberate fraudulent act or knowing or willful violation was committed;

[For the purposes of determining the applicability of this exclusion: (1) the facts pertaining to and knowledge possessed by any **Insured** shall not be imputed to any **Individual Insured**; and (2) only facts pertaining to and knowledge possessed by any past, present or future chairman of the board, chief executive officer or chief financial officer (or equivalent positions) of the **Organization** shall be imputed to the **Organization**.]

(b) for discrimination in violation of any law, except that this exclusion shall not apply to discrimination in violation of **Employee Benefit Law**;

(c) for failure to fund a **Plan** in accordance with **Employee Benefit Law** or the **Plan** instrument or the failure to collect contributions owed to the **Plan**; except that this exclusion shall not apply to **Defense Costs**;

(d) alleging, arising out of, based upon or attributable to any act or omission in his, her or its capacity as a **Fiduciary** or administrator of any plan, fund or program, other than a **Plan**, or by reason of his, her or its status as a **Fiduciary** or administrator of such other plan, fund or program; or

(e) alleging, arising out of, based upon or attributable to any **Wrongful Act** as respects the **Plan** taking place at any time when the **Organization** did not sponsor such **Plan** or when the **Individual Insured** was not a **Fiduciary**, administrator, trustee, director(s), officer(s) or **Employee** of the **Organization** or if applicable, a **Plan**.

#### 4. DISCOVERY CLAUSE

If the Named Organization shall cancel this Policy, or the Insurer or the Named Organization shall refuse to renew this **Coverage Section**, the Named Organization, upon payment of the respective "Additional Premium Amount" described below, shall have the right to a period of one, two, three, four, five or six years or an unlimited duration following the effective date of such cancellation or nonrenewal (herein referred to as the "Discovery Period") in which to give to the Insurer written notice of **Claims** first made against the **Insureds** during the selected period for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this **Coverage Section**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 30 days of the effective date of cancellation or nonrenewal. The Additional Premium Amount for the Discovery Period shall be fully earned at the inception of the Discovery Period.

The Additional Premium Amount for: (1) one year shall be 75% of the full annual premium; (2) two years shall be 125% of the full annual premium; (3) three years shall be 160% of the full annual premium; (4) four years shall be 185% of the full annual premium; (5) five years shall be 200% of the full annual premium; (6) six years shall be 215% of the full annual premium; and (7) unlimited duration shall be at such terms, conditions and premium as the Insurer may reasonably decide. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period** with respect to this **Coverage Section**.

In the event the Named Organization does not elect to purchase a Discovery Period, any **Individual Insured** shall have the right, within 60 days after the effective date of cancellation or non-renewal, to a period of one, two, three, four, five or six years or an unlimited duration following the effective date of such cancellation or nonrenewal. in which to give to the Insurer written notice of **Claims** first made against the **Insureds** during the selected period for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this **Coverage Section**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the Insurer within 60 days of the effective date of cancellation or nonrenewal. The Additional Premium Amount for the Discovery Period shall be fully earned at the inception of the Discovery Period. Any such period offered shall apply solely to **Loss** incurred by any **Individual Insured** for which an **Organization** has not indemnified the **Individual Insured(s)**. Any such Discovery Period purchased shall apply to all **Individual Insureds** as if the Named Organization had purchased it. The Insurer shall have no obligation to notify any **Insured** of the existence of the right set forth in this paragraph. The Additional Premium Amount for: (1) one year shall be 67.5% of the full annual premium; (2) two years shall be 112.5% of the full annual premium; (3) three years shall be 144% of the full annual premium; (4) four years shall be 166.5% of the full annual premium; (5) five years shall be 180% of the full annual premium; (6) six years shall be 193.5% of the full annual premium; and (7) unlimited duration shall be at such terms, conditions and premium as the Insurer may reasonably decide.

In the event of a Transaction, as defined in Clause 12 of the General Terms and Conditions, the Named Organization shall have the right, within 30 days before the end of the **Policy Period**, to request an offer from the Insurer of a Discovery Period (with respect to **Wrongful Acts** occurring prior to the effective time of the Transaction) for a period of no less than six years or for such longer or shorter period as the Named Organization may request. The Insurer shall offer such Discovery Period pursuant to such terms, conditions and premium as the Insurer may reasonably

decide. In the event of a Transaction, the right to a Discovery Period shall not otherwise exist except as indicated in this paragraph.

The Discovery Period is not cancelable. This Clause and the rights contained herein shall not apply to any cancellation resulting from non-payment of premium.

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# AIG Not-For-Profit Risk Protector<sup>SM</sup> SB Edition<sup>SM</sup>

## CORPORATE IDENTITY PROTECTION Coverage Section Four ("CIP Coverage Section")

**Notice:** Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this Coverage Section. In the event a conflict exists between a term or condition of the General Terms and Conditions and a term and condition of this Coverage Section, the term or condition of this Coverage Section shall control.

### 1. INSURING AGREEMENTS

#### A. Personal Identity Liability

This Policy shall pay on behalf of the **Insured**, those amounts in excess of any applicable Retention, the **Insured** is legally obligated to pay as **Damages** resulting from a **Claim**, and **Defense Costs** resulting from a **Suit**, arising from a **Personal Identity Event** first discovered by an **Insured** during the **Policy Period** and reported to the Insurer within the **Notice Period**.

#### B. Administrative Action

This Policy shall pay the **Insured** for all reasonable **Administrative Expenses**, in excess of any applicable Retention, resulting from an **Administrative Action** arising from a **Personal Identity Event** first discovered by an **Insured** during the **Policy Period** and reported to the Insurer within the **Notice Period**.

#### C. Identity Event Services

This Policy shall pay the **Organization** for all reasonable **Notification Costs**, **Crisis Expenses** and **Post Event Services Costs**, in excess of any applicable Retention, resulting from a **Personal Identity Event** first discovered by an **Insured** during the **Policy Period** and reported to the Insurer within the **Notice Period**.

### 2. DEFINITIONS

(a) **Administrative Action** means and is limited to:

1. an investigation of the **Insured** after written notice is sent to the **Insured** by,
2. negotiation of a consent order against the **Insured** with, or
3. formal adversarial administrative proceeding against the **Insured** instituted by,

a United States or Canadian federal, state, provincial or territorial regulatory agency, arising solely out of a **Personal Identity Event**.

- (b) **Administrative Expenses** means reasonable attorneys' fees and expenses for legal services incurred by the **Insured** with the Insurer's prior written consent, in the defense and investigation of an **Administrative Action**, provided that these services are not performed by employees of the **Organization**. All **Administrative Expenses** incurred with respect to appeals and proceedings, or a series of continuous or interrelated appeals and proceedings arising out of an **Administrative Action** shall be considered as part of the original **Administrative Action**. **Administrative Expenses** shall not include ongoing monitoring or the costs of implementing any changes required or consented to for regulatory compliance.
- (c) **Claim** means a written demand for payment of money, including a **Suit**.
- (d) **Crisis Expenses** means the reasonable and necessary charges and fees incurred by an **Organization** within six (6) months following discovery of a **Personal Identity Event** covered under this Policy, for:
- (i) the services of a public relations firm, crisis management firm, or law firm hired or appointed by the Insurer, or by the **Organization** with the Insurer's prior written consent, retained solely for the purpose of restoring the confidence of the **Organization's** customers, investors and **Employees**; and
  - (ii) the services of a forensic investigator or firm hired or appointed by the Insurer, or by the **Organization** with the Insurer's prior written consent, retained solely for the purposes of determining the extent of the **Personal Identity Event** and the identities of those individuals whose **Personally Identifiable Information** is, or may have been, the subject of such **Personal Identity Event**.
- (e) **Damages** means any amount that the **Insured** shall be legally required to pay because of civil judgments or arbitration awards rendered against the **Insured**, or for settlements negotiated by the Insurer or the **Insured** in accordance with the terms of this Policy. **Damages**, however, shall not include civil or criminal fines or penalties imposed by law, liquidated damages, taxes, any amount for which an **Insured** is not financially liable or which is without legal recourse to an **Insured** or matters which may be deemed uninsurable under the law pursuant to which this Policy is construed.

Subject to the other terms, conditions and exclusions of this Policy, **Damages** shall specifically include (subject to this Policy's other terms, conditions and limitations, including but not limited to Exclusion (a) of this **Coverage Section**) punitive, exemplary and multiple damages. Enforceability of this paragraph shall be governed by such applicable law which most favors coverage for punitive, exemplary and multiple damages. For purposes of such coverage, "applicable law" includes, but is not limited to, the following jurisdictions: (a) where the **Personal Identity Event** actually or allegedly took place; (b) where the damages are awarded; (c) where the Named Organization resides, is incorporated or has its principal place of business; and (d) where the Insurer is incorporated or has its principal place of business.

- (f) **Information Holder** means a third party that the **Insured** has provided **Personally Identifiable Information** to and with whom an **Insured** has entered into a contract that requires such party to protect such **Personally Identifiable Information**.

- (g) **Insured** means each and every: (i) **Organization**; and (ii) any partner, officer, director, trustee or **Employee** of an **Organization**.
- (h) **Loss** means **Damages, Defense Costs, Administrative Expenses, Notification Costs, Crisis Expenses, and Post Event Services Costs**.
- (i) **Notification Costs** means and is limited to the reasonable and necessary costs incurred by an **Organization** with the Insurer's prior written consent, within one (1) year following discovery of a **Personal Identity Event** covered under this Policy, for:
  - (1) newspaper or other printed media, radio and television advertisements, or correspondence intended to inform or educate the general public, that cite a **Personal Identity Event** and advise any individual whose **Personally Identifiable Information** is the subject of such **Personal Identity Event** of any available remedy; and
  - (2) correspondence or any other communication directed to any individual whose **Personally Identifiable Information** is the subject of a **Personal Identity Event** for purposes of notifying them of the **Personal Identity Event** and any available remedy.
- (j) **Notice Period** means the sixty (60) day period of time the **Insured** shall have to notify the Insurer that a **Personal Identity Event** has occurred as referenced in Clause 8(d) of the General Terms and Conditions Section of this Policy. The **Notice Period** shall commence immediately upon first discovery of the **Personal Identity Event** by an **Insured**.
- (k) **Personally Identifiable Information** means any of the following: (1) information from which an individual may be uniquely and reliably identified or contacted, including without limitation, an individual's name, address, telephone number, social security number, account relationships, account numbers, account balances, account histories and passwords; (2) information concerning an individual that would be considered "non-public information" within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1338) (as amended) and its implementing regulations; and (3) information concerning an individual that would be considered "protected health information" within Health Insurance Portability and Accountability Act of 1996 (as amended) and its implementing regulations.
- (l) **Personal Identity Event** means any event involving an **Organization** that has or could reasonably result in the fraudulent use of **Personally Identifiable Information**, that is or was in the care, custody or control of an **Insured** or **Information Holder** in their capacity as such and with respect to their duties as such. All **Claims, Administrative Actions** and **Loss** resulting from the same, continuous, related or repeated event or which arise from the same, related or common nexus of facts will be deemed to arise out of one **Personal Identity Event**.
- (m) **Post Event Services Costs** means reasonable fees and expenses incurred by an **Organization** with the Insurer's prior written consent, for any service specifically approved by the Insurer in writing, including without limitation, identity theft education and assistance and credit file monitoring. Such services must be provided by or on behalf of an **Organization** within one (1) year following discovery of a **Personal Identity Event** covered under this Policy to any individual whose **Personally Identifiable Information** is the subject of that **Personal Identity Event** for the primary purpose of mitigating the effects of such **Personal Identity Event**.

- (n) **Privacy Policy** means any policy in any form regarding the collection, dissemination, storage, or treatment of information regarding customers, visitors to an Internet site, or other persons.
- (o) **Suit** means a civil proceeding seeking monetary relief that is commenced by the service of a summons and a complaint or similar pleading. **Suit** shall also include a binding arbitration proceeding in which monetary relief is alleged and to which the **Insured** must submit or does submit with the Insurer's prior written consent.

### 3. EXCLUSIONS

This **Coverage Section** shall not apply to:

- (a) any **Loss** arising out of or resulting, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law or the **Privacy Policy** of an **Organization**, or gaining of any profit or advantage to which the **Insured** is not legally entitled, if committed by any of the **Organization's**:
  - (i) directors, officers, trustees, governors, management committee members, members of the management board or partners (or the equivalent positions), whether acting alone or in collusion with other persons; or
  - (ii) **Employees** (other than officers) of the **Organization** if any of the **Organization's** elected or appointed officers possessed, at any time, knowledge of any dishonest, fraudulent, malicious, or criminal or malicious act, error or omission, or any intentional or knowing violation of the law or the **Privacy Policy** of the **Organization**, or gaining of any profit or advantage to which the **Insured** is not legally entitled, committed by such employee that caused a **Personal Identity Event**,  
  
provided, however, we will defend **Suits** alleging any of the foregoing conduct, until there is a judgment against, final adjudication against, adverse finding of fact against, adverse admission by, or plea of *nolo contendere* or no contest by, the **Insured** as to such conduct, at which time the **Insured** shall reimburse the Insurer for **Defense Costs**;
- (b) any **Personal Identity Event** that any of an **Organization's** directors, officers, trustees, governors, management committee members, members of the management board or partners (or the equivalent positions) knew or reasonably could have foreseen prior to the occurrence of that **Personal Identity Event**;
- (c) any **Loss** arising out of or resulting, directly or indirectly, from physical injury, sickness, disease, disability, shock or mental anguish sustained by any person, including without limitation, required care, loss of services or death at any time resulting therefrom;
- (d) any **Loss** arising out of or resulting, directly or indirectly, from any of the following:
  - (1) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;

- (2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; or
- (3) electrical or mechanical failures, including any electrical power interruption, surge, brownout or blackout; a failure of telephone lines, data transmission lines, satellites or other infrastructure comprising or supporting the Internet, unless such lines or infrastructure were under the **Insured's** operational control;
- (e) any **Loss** arising out of or resulting, directly or indirectly, from the presence of or the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants** (including nuclear materials), or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of **Pollutants**;
- (f) any **Personal Identity Event** that was not properly reported to the Insurer during the **Notice Period**;
- (g) any **Claim** seeking non-monetary relief, including without limitation, injunctive relief, declaratory relief, or other equitable remedies;
- (h) any expenses incurred as a result of regularly scheduled, recurring or routine regulatory examinations, inquiries or compliance activities;
- (i) any liability or obligation of any **Insured** under any contract or agreement; however, this exclusion shall not apply to liability the **Insured** would have in the absence of such contract or agreement;
- (j) any **Claim** alleging, arising out of or resulting, directly or indirectly, from any purchase, sale, or offer or solicitation of an offer to purchase or sell securities, or any violation of any securities law, including the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any regulation promulgated under the foregoing statutes, or any federal, state or local laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law;
- (k) any **Personal Identity Event** resulting from failure of the **Insured**:
  - (i) to use, maintain and update at a minimum every ninety (90) days, when necessary, anti-virus software, firewall software on all broadband or high-speed connections to the Internet and software security patches; or
  - (ii) to comply with all data security standards issued by credit card issuers or financial institutions with whom the **Insured** transacts business, if the **Insured** processes, stores or handles credit card information;
- (l) any **Personal Identity Event** that first occurred prior to the Continuity Date set forth in the Declarations;

- (m) any **Loss** arising out of or resulting, directly or indirectly, from the infringement of copyright, patent, trademark, trade secret or other intellectual property rights;
- (n) any **Loss** alleging, arising out of or resulting, directly or indirectly, from any **Employment Practices Violation** or **Non-Employment Discrimination** as those terms are defined in the **EPL Coverage Section**; provided, however, that this exclusion shall not apply to **Administrative Expenses, Notification Costs, Crisis Expenses** and **Post Event Services Costs** resulting from a **Personal Identity Event** involving employment related libel, slander, humiliation, defamation or invasion of privacy.
- (o) any **Claim** against an **Insured** that is brought, directly or indirectly, by or on behalf of:
  - (1) any **Insured**;
  - (2) any entity that is owned, managed or operated, directly or indirectly, in whole or in part, by an **Insured**; or
  - (3) any parent company, subsidiary, director, officer, partner, trustee, successor or assignee of an **Insured**, or anyone affiliated with an **Insured** or such business entity through common majority ownership or control,

provided, however, this exclusion shall not apply to any **Claim** brought by or on behalf of an **Insured** whose **Personally Identifiable Information** is the subject of an otherwise covered **Personal Identity Event**. Notwithstanding the foregoing, there shall be no coverage for any counterclaims against such **Insured**.

Provided further, however, this Policy shall apply to **Defense Costs** incurred in connection with any cross claim for contribution or indemnity that is part of an otherwise covered **Claim** and is brought by one **Insured** against another **Insured**.

#### 4. OTHER PROVISIONS AFFECTING COVERAGE

(a) **Audit**

The **Organization** shall allow the Insurer to examine and audit all of the **Organization's** records that relate to this Policy. The Insurer may conduct the audits during regular business hours during the **Policy Period** and within three (3) years after the **Policy Period** ends.

(b) **Additional Obligations in the Event of an Administrative Action**

In the event of an **Administrative Action**, the **Insured** shall notify the Insurer whether the **Insured** has any other insurance policy, prepaid legal service contract or legal practitioner retainer agreement available to him/her with respect to such **Administrative Action**. The **Insured** shall also furnish to the Insurer, upon its request, records and other information and submit to an interview by the Insurer or its representative concerning the full extent of their knowledge of the events leading to the **Administrative Action**. The Insurer shall also be entitled to immediately receive upon request copies of any regulatory agency correspondence the **Insured** received relating to such **Administrative Action**, including without limitation any correspondence which may have predated the date of application for coverage under this Policy.

(c) **Mitigation of Loss**

The **Insured** shall take reasonable steps to prevent a **Personal Identity Event** and to mitigate the **Loss** arising out of a **Personal Identity Event**. In all events, no **Insured** shall take any action, or fail to take any action, without the Insurer's prior written consent, which prejudices the Insurer's rights under this Policy.

(d) **Legal Action Against Us**

1. With respect to Insuring Agreement I.A., no person or organization has a right under this **Coverage Section**:

- a) to join the Insurer as a party or otherwise bring it into a **Suit** asking for **Damages** from an **Insured**; or
- b) to sue the Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but the Insurer will not be liable for **Damages** that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by the Insurer, the **Insured** and the claimant or the claimant's legal representative.

2. Except as provided in Clause 4(d) of this **Coverage Section**, with respect to Insuring Agreements I.B. and I.C., no legal action may be brought or made against the Insurer under this Policy unless:

- a) there has been full compliance with all of the terms of this Policy; and
- b) with respect to Insuring Agreement I.C., the action is brought within two (2) years after the date on which a **Personal Identity Event** is first discovered by an **Insured**.

(e) **Organizational Changes**

If during the **Policy Period**:

- (1) the Named Organization shall consolidate with, merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
- (2) any person or entity or group of persons or entities acting in concert shall acquire securities or voting rights which result in ownership or voting control by other entities or persons of more than fifty percent (50%) of the outstanding securities representing the rights to vote for the election of the Named Organization directors;

(any of such events being a "**Transaction**"), then this Policy shall continue in full force and effect as to **Personal Identity Events** occurring on or after the Continuity Date and prior to the effective time of the **Transaction**; provided that such **Personal Identity Event** is first discovered prior to the

effective time of the **Transaction** and otherwise reported to us during the **Notice Period** and in accordance with the terms and conditions of this Policy. There shall be no coverage afforded by any provision of this Policy for any **Personal Identity Event** that is first discovered, or that occurs, on or after the effective time of the **Transaction**, unless (i) within thirty (30) days of such **Transaction** the Insurer have been provided with full particulars of the **Transaction**, the related entities and any other information requested by the Insurer, and (ii) the Named Organization or its successor, has agreed to any additional premium and amendments to this Policy required by the Insurer.

Post-**Transaction** coverage as described above is conditioned upon the Named Organization or its successor paying when due any additional premium required by the Insurer. This Policy may not be canceled after the effective time of a **Transaction** and the entire premium for this Policy shall be deemed earned as of such time.

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# AIG Not-For-Profit Risk Protector<sup>SM</sup> SB Edition<sup>SM</sup>

## KIDNAP AND RANSOM/EXTORTION COVERAGE SECTION FIVE ("KRE COVERAGE SECTION")

**Notice:** Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to this Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this Coverage Section. In the event a conflict exists between a term or condition of the General Terms and Conditions and a term and condition of this Coverage Section, the term or condition of this Coverage Section shall control.

### 1. INSURING AGREEMENT

In consideration of the premium paid and in reliance on the warranties and representations made by the Named Organization in the **Application** and subject to any deductibles, limitations, terms, conditions, Limits of Insurance and exclusions contained in the General Terms and Conditions and in this KRE **Coverage Section**, the Insurer will reimburse the Named Organization for **Loss** due to one or more **Insured Events** or series of related **Insured Events** arising out of the same event, occurrence or series of facts that first occur during the **Policy Period**.

### 2. DEFINITIONS

- (a ) **Advisory** means a formal recommendation of the **Appropriate Authorities** that the **Insured Person(s)** specifically leave a host country or generally that a class of person(s) which includes an **Insured Person(s)** leave the host country.
- (b) **Application** means each and every signed application, any attachments to such applications, other materials submitted therewith or incorporated therein and any other documents submitted in connection with the underwriting of this KRE **Coverage Section** or this Policy or the underwriting of any other directors and officers (or equivalent) liability policy, employment practices liability policy, pension trust or fiduciary liability policy, crime policy or kidnap and ransom/extortion (or equivalent) policy issued by the Insurer or any other member of the American International Group, Inc., of which this Policy is a renewal, replacement or which it succeeds in time, and any public documents filed by an **Organization** with any federal, state, local or foreign regulatory agency.
- (c) **Appropriate Authorities** means the Department of State of the United States of America, the Foreign Office of the United Kingdom, the Foreign Office of Canada or similar authority of the Named Organization's country of residence.
- (d) **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- (e) **Business Interruption Loss** means the Named Organization's loss of **Earnings**, but not exceeding the actual reduction in **Earnings**, less charges and expenses which do not necessarily continue during the interruption of business, resulting from necessary interruption of business caused directly and solely by an **Insured Event(s)**.

(f) **Consultant's Expenses** means:

- (1) reasonable fees and expenses of the Insurer's approved Kidnap And Ransom/Extortion consultant, or other independent security consultant, provided the Insurer has given prior consent to the use of such other independent security consultant to act on the Named Organization's behalf; and
- (2) reasonable fees and expenses of the Insurer's approved public relations consultant or other public relations consultant, provided the Insurer has given prior consent to the use of such other public relations consultants to act on the Named Organization's behalf,

which are incurred after an **Insured Event** first became known to the Named Organization.

(g) **Death or Dismemberment** means the death or permanent total physical disablement, including but not limited to paralysis or loss, or loss of use of any body part sustained by an **Insured Person(s)** during an **Insured Event** or of any other **Insured Person(s)** involved in the handling or negotiation of the **Insured Event**.

(h) **Death or Dismemberment Benefit** means the amount set forth in the Declarations payable in the event of the **Death or Dismemberment** of an **Insured Person**.

(i) **Earnings** means net profit plus payroll expense, taxes, interest, rents and all other operating expenses earned and incurred by the Named Organization.

(j) **Employee** means any salaried personnel in the Named Organization's employ. **Employee** does not include independent contractors, leased or temporary employees, volunteers or students.

(k) **Expenses** means any reasonable and necessary expenses incurred and paid by the Named Organization or other **Insured Person(s)** solely and directly as a result of an **Insured Event**, including but not limited to:

- (1) the amount paid by the Named Organization or other **Insured Person(s)** as reward to an **Informant** for information relevant to any **Insured Event**;
- (2) interest costs for a loan from a financial institution made to the Named Organization or other **Insured Person(s)** for the purpose of paying **Ransom Monies**;
- (3) reasonable costs of travel and accommodations will be covered as follows:
  - (i) costs incurred by the Named Organization or other **Insured Person(s)** while attempting to negotiate an incident covered under any **Insured Event**;
  - (ii) travel costs of a **Kidnapping, Wrongful Detention** or **Hijacking** victim to join their immediate family upon their release, and the travel costs of an **Employee** to replace the **Kidnapping, Wrongful Detention** or **Hijacking** victim; or
  - (iii) travel costs to evacuate, or hotel costs of, an **Insured Person(s)** and **Relative** living in the same household as the **Insured Person(s)** who is the victim of a **Kidnapping** or **Extortion** threat;

- (4) **Salary;**
  - (5) medical services and hospitalization costs incurred by an **Insured Person(s)** and paid by the Named Organization as the result of an incident covered under any **Insured Event** within 36 months either following the release of the victim(s) or the last credible **Extortion** threat occurring during the **Policy Period**, including but not limited to any costs for treatment by a neurologist or psychiatrist, costs for cosmetic surgery, and expense of confinement for such treatment. Coverage under this paragraph is also extended to any other person(s) involved in the handling or negotiating of an **Insured Event** and the handling of **Ransom Monies**;
  - (6) fees and expenses of independent forensic analysts engaged by the Named Organization;
  - (7) personal financial loss suffered by an **Insured Person(s)** solely and directly as the result of the physical inability of such person(s) to attend to personal financial matters while a **Kidnapping, Wrongful Detention** or **Hijacking** victim. Coverage will include but not be limited to such loss(es) which result from such person's failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay off personal loans or a mortgage. Claims will be payable to the Named Organization where applicable;
  - (8) **Recall Expenses** which are incurred by the Named Organization solely as a result of a threat or connected series of threats, for the purpose of demanding **Ransom Monies**, made directly against the **Named Organization** to commit a **Product Tampering**;
  - (9) **Business Interruption Loss** suffered by the Named Organization resulting from the necessary interruption of business caused directly and solely by an **Insured Event** or an **Extortion** threat to physically damage any real or tangible property bordering the Named Organization's **Premises** which necessarily results in an interruption of the Named Organization's business;
  - (10) rest and rehabilitation expenses including travel, lodging, meals and recreation of the **Kidnapping, Wrongful Detention** or **Hijacking** victim and a spouse or **Domestic Partner** and children;
  - (11) reasonable and necessary fees and expenses of a qualified interpreter assisting the Named Organization or other **Insured Person(s)** in any **Insured Event**;
  - (12) increased costs of security due to **Kidnapping, Extortion** threats or **Hijacking** including but not limited to hiring of security guards, hiring of armored vehicles and overtime pay to existing security staff, for a period of up to 90 days, provided however that the Insurer's approved Kidnap And Ransom/Extortion consultant or other independent security consultant has specifically recommended such security measures; and
  - (13) job retraining costs for the **Kidnapping, Wrongful Detention** or **Hijacking** victim, including but not limited to **Salary** of such victim while being retrained, and costs of external training courses.
- (l) **Extortion** means **Personal Extortion** or **Property Damage Extortion**.

- (m) **Guest(s)** means any person visiting the **Premises**, or traveling in a motor vehicle, aircraft or watercraft with any director, officer or **Employee** of the Named Organization who is stated as an **Insured Person** in Item 6 of the Declarations, for social or business purposes.
- (n) **Hijacking** means the illegal holding under duress, for a period in excess of six hours, of an **Insured Person(s)** while traveling on any aircraft, motor vehicle or waterborne vessel.
- (o) **Hijacking Event** means the **Hijacking** of any aircraft, motor vehicle or waterborne vessel on which an **Insured Person(s)** is traveling.
- (p) **Informant** means any person, other than an **Insured Person(s)**, providing information not otherwise obtainable, solely in return for a reward offered by the Named Organization.
- (q) **Insured Events** means a **Kidnap And Ransom/Extortion Event, Wrongful Detention Event** or a **Hijacking Event**.
- (r) **Insured Person(s)** means the Named Organization, and any of the Named Organization's directors, officers or **Employees** who are stated in Item 6 of the Declarations, together with any **Guest(s)**, or **Relative(s)**, or any resident in the household of such **Insured Person(s)** stated in Item 6 of the Declarations.
- (s) **In-Transit/Delivery Loss** means **Loss** due to destruction, disappearance, confiscation or wrongful appropriation of **Ransom Monies** while being delivered to person(s) demanding the **Ransom Monies** by anyone who is authorized by the Named Organization or other **Insured Person(s)** to have custody thereof; provided, however, that the **Kidnapping** or **Extortion** which gave rise to the delivery is insured hereunder.
- (t) **Kidnap And Ransom/Extortion Event** means:
- (1) **Kidnapping** or alleged **Kidnapping** of an **Insured Person(s)**;
  - (2) **Personal Extortion** upon the **Insured Person(s)**; or
  - (3) **Property Damage Extortion** upon an **Insured Person(s)**.
- (u) **Judgments, Settlements and Defense Costs** means judgments, settlements and the reasonable and necessary costs, charges, fees and expenses (but not any wages, salaries or fees of any director, officer or **Employee** of the Named Organization) that are incurred with the Insurer's consent, as a result of any claim or suit brought by or on behalf of an **Insured Person(s)** (or their heirs, estate or legal representatives) against the Named Organization solely and directly as a result of an **Insured Event** provided such suit or claim is brought within 12 months of the release or death of a **Kidnapping, Wrongful Detention** or **Hijacking** victim, or the last credible **Extortion** threat occurring during the **Policy Period**, but in no event longer than sixty 60 months after the **Insured Event**.
- (v) **Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more **Insured Person(s)**, (except a minor by the parent(s) thereof) by person(s) for the purpose of demanding **Ransom Monies**.
- (w) **Loss** means one or more of the following Loss Components which are reasonable and necessary expenses or costs incurred by the Named Organization directly and solely as the result of an **Insured**

**Event: Ransom Monies; In-Transit/Delivery Loss; Expenses; Consultants Expenses; Death Or Dismemberment Benefits; and Judgments, Settlements and Defense Costs.**

- (x) **Personal Extortion** means any threat or connected series of threats for the purpose of demanding **Ransom Monies** communicated to the Named Organization or other **Insured Person(s)** to:
  - (1) kill, physically injure or kidnap an **Insured Person(s)**, provided that **Ransom Monies** are not in the possession of an **Insured Person(s)** at the time of the threat; or
  - (2) divulge any confidential, private or secret information unique to the **Insured Person(s)**.
- (y) **Premises** means that portion of any building occupied by the Named Organization as a place to conduct business or a residence occupied by any **Insured Person(s)**.
- (z) **Product tampering** means any actual or threatened, intentional, malicious and wrongful alteration or contamination of any goods or products manufactured, handled or distributed by the Named Organization.
- (aa) **Property Damage Extortion** means any threat or connected series of threats for the purpose of demanding **Ransom Monies** communicated to the Named Organization or other **Insured Person(s)** to:
  - (1) damage physically or pollute any **Premises** or other real or personal property owned by the Named Organization, leased by the Named Organization, or for which the Named Organization is legally liable, including fixtures, livestock, fine art, machinery, equipment or electronic data (by the introduction of a computer virus or threat thereof);
  - (2) commit a **Product Tampering**; or
  - (3) reveal a **Trade Secret** or other **Proprietary Information** of the Named Organization.
- (bb) **Proprietary Information** means any confidential, private or secret information unique to the Named Organization or the Named Organization's business.
- (cc) **Ransom Monies** means any monies paid by the Named Organization resulting directly from a **Kidnapping** or **Extortion** first occurring during the **Policy Period**. The term monies as used herein includes cash, monetary instruments, bullion or the fair market value of any securities, property or services.
- (dd) **Recall Expenses** means reasonable and necessary costs incurred by the Named Organization to inspect, withdraw and destroy the Named Organization's product(s), including, but not limited to:
  - (1) the cost of newspaper, magazine, radio and television announcements necessary to effect the recall of the Named Organization's product(s);
  - (2) the cost of correspondence and transportation necessary to effect the recall of the Named Organization's product(s);
  - (3) the cost to the Named Organization to hire additional person(s), other than the Named Organization's **Employees**, necessary to effect the recall of the Named Organization's product(s);

- (4) remuneration paid to the Named Organization's **Employees** for overtime devoted exclusively to the purpose of recalling the Named Organization's products;
  - (5) the out-of-pocket expenses of personnel under Paragraphs iii. and iv. above, including transportation, incurred exclusively for the purpose of recalling the Named Organization's products; or
  - (6) any other expenses approved by the Insurer necessary to effect the recall of the Named Organization's product(s).
- (ee) **Relative** means a spouse, **Domestic Partner**, child, step-child, legally adopted child, foster child, spouse of a married child, grandchild, sister, brother, parent, parent-in-law, grandparent or grandparent-in-law, adoptive parent, step-parent and siblings or living ancestors or descendants of any **Insured Person(s)** stated in Item 6 of the Declarations.
- (ff) **Salary** means the following:
- (1) the amount of compensation paid by the Named Organization to the **Insured Person(s)** at an annual rate including but not limited to the average bonuses, commissions, cost of living adjustments or foreign tax reimbursements the **Insured Person(s)** would normally receive, including contributions to pension and benefit programs (at the level in effect on the date of the **Kidnapping, Wrongful Detention or Hijacking**) which the Named Organization continues to pay to or on behalf of the **Insured Person(s)** for the duration of the **Kidnapping, Wrongful Detention or Hijacking** of the **Insured Person(s)**. Such compensation will be paid only until the earliest of the conditions set forth in Clause 6.a are satisfied;
  - (2) the amount of compensation paid by the Named Organization at an annual rate, of an individual newly hired to conduct the specific duties of the **Insured Person(s)** while he/she is held by the kidnapers or wrongfully detained, and will continue only until the earliest of the conditions set forth in Clause 6.a are satisfied; and
  - (3) the amount of compensation normally received by a **Relative** of a **Kidnapping, Wrongful Detention or Hijacking** victim, and paid by the Named Organization, who leaves their employment in order to assist in the negotiations for the release of the victim. Coverage under this section will continue only until the earliest of the conditions set forth in Clause 6.a are satisfied.
- (gg) **Trade Secret** means a secret process, formula, tool, mechanism or compound known to the Named Organization, but not patented, which is used directly to produce some article of trade having a commercial value.
- (hh) **Wrongful Detention** means the arbitrary or capricious act of involuntary confinement by others who are acting as agent(s) of or with the tacit approval of any government or governmental entity, or acting or purporting to act on behalf of any insurgent party, organization or group. A connected series of **Wrongful Detentions** will be considered one **Wrongful Detention**.
- (ii) **Wrongful Detention Event** means the **Wrongful Detention** of an **Insured Person(s)**.

### 3. EXCLUSIONS

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This **Coverage Section** does not apply to any **Loss** arising out of, based upon, attributable to or involving, directly or indirectly any of the following:

- (a) The fraudulent, dishonest, or criminal acts of **Insured Person(s)**, or any person authorized by the Named Organization to have custody of **Ransom Monies**. This exclusion will not apply to the payment of **Ransom Monies** by an **Insured Person(s)** in a situation where local authorities have declared such payment illegal.
- (b) Monies or property surrendered away from the **Premises** in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay an **Extortion** or demand for **Ransom Monies** previously communicated to an **Insured Person(s)**.
- (c) Monies or property surrendered on the **Premises** unless brought onto the **Premises** after receipt of the **Extortion** or demand for **Ransom Monies** for the purpose of paying such demand.
- (d) As respects **Wrongful Detention** only:
  - (1) any actual or alleged violation of the laws of the host country by **Insured Person(s)**, or failure of an **Insured Person(s)** to maintain and possess duly authorized and issued required documents and visas, unless the Insurer determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda or coercive effect upon or at the expense of the **Insured Person(s)**;
  - (2) failure of an **Insured Person(s)** to evacuate from the host country within ten (10) days after issuance of an **Advisory** by the **Appropriate Authorities**;
  - (3) travel to country(ies) after an **Advisory** has been issued; or
  - (4) any **Insured Person(s)** who is an active member of any governmental organization, official law enforcement or military force.

The Named Organization agrees to reimburse the Insurer for any payments the Insurer made which are ultimately determined not to be covered because of the application of this exclusion.

- (e) As respects **Recall Expense** only:
  - (1) any **Recall Expenses** where the Named Organization's use of flawed or substandard materials or components in its manufacturing process or the manufacturing process itself would, without any **Extortion** threat, have necessitated product recall and/or destruction;
  - (2) any reduction in revenue or profits; and
  - (3) refunds for, the reduction in value of, or the cost of replacing any withdrawn, recalled, substandard or destroyed goods.

#### 4. LIMITS OF INSURANCE

- (a) The amounts stated Item 6.F Death or Dismemberment of the Declarations will be the total Limit of Insurance for all **Death or Dismemberment Benefits** arising out of **Bodily Injury** sustained by the **Insured Person(s)** during any one **Insured Event**.
- (b) The maximum Limit of Insurance for all **Recall Expenses** will not exceed the amount stated in Item 6.C Expenses of the Declarations, or \$5,000,000, whichever is less.
- (c) The maximum Limit of Insurance for all **Business Interruption Loss** will not exceed the amount stated in Item 6.C Expenses of the Declarations or \$5,000,000, whichever is less. The waiting period for all **Business Interruption Loss** will be six hours.

## 5. CONDITIONS PRECEDENT TO LIABILITY

- (a) As a condition precedent to the Insurer's liability under this **Coverage Section**, the Named Organization will have approved the payment of **Ransom Monies**.
- (b) As additional conditions precedent to the Insurer's liability for **Judgments, Settlements and Defense Costs**, the Named Organization will:
  - (1) not admit liability in any such claim or suit; and
  - (2) cooperate with the Insurer in conducting the defense of any such claim or suit.
- (c) The Insurer will have the right to investigate, negotiate or settle any such claim or suit or to take over the conduct of the defense thereof, and the Named Organization will cooperate with the Insurer to these ends.
- (d) The Insurer will have the right and opportunity to examine the person of any individual whose **Bodily Injury** is the basis of the claim when and as often as the Insurer may reasonably require during the pendency of a claim hereunder and to make an autopsy, in case of death, where it is not forbidden by law. This will be done at the Insurer's own expense.
- (e) All amounts under this **Coverage Section** will be payable to the Named Organization upon receipt and acceptance by the Insurer of a Statement of Loss. The Statement of Loss may include a death certificate, coroner's report, police report or other evidence of the **Death or Dismemberment** of the **Insured Person(s)** that the Insurer deems sufficient.

## 6. GENERAL CONDITIONS

- (a) Payment of **Salary**

**Salary** shall be paid until the earliest of the following:

- (1) up to 30 days after the release of the **Insured Person(s)** from a **Kidnapping, Wrongful Detention** or **Hijacking** if the **Insured Person(s)** has not yet returned to work; or
- (2) discovery of the death of the **Insured Person(s)**; or
- (3) 120 days after the Insurer receives the last credible evidence that the **Insured Person(s)** is still alive; or

(4)sixty (60) months after the date of the **Kidnapping, Wrongful Detention or Hijacking**.

(b) Confidentiality

The **Insured Person(s)** will use all reasonable efforts not to disclose the existence of the insurance under this **KRE Coverage Section**. This condition will also apply to any excess insurance or other insurance.

(c) Due Diligence

The **Insured Person(s)** will use due diligence and do, and concur in doing, all things reasonably practicable to avoid or diminish any **Loss** under this **KRE Coverage Section**.

(d) Other Insurance

(1) The insurance provided under this **KRE Coverage Section** is primary except if the Named Organization has other valid and collectible bond or insurance in which case this insurance will be excess over the total of any other valid and collectible bond or insurance, plus any deductible and/or self-insured amounts under such other bond or insurance, with the exception of **Loss for Death or Dismemberment Benefits**, for which this insurance will be primary.

(2) If the Named Organization has other insurance against a **Loss** covered under this **KRE Coverage Section**, the Insurer shall not be liable under this **KRE Coverage Section** for a greater proportion of such **Loss** than the applicable Aggregate Limit of Insurance stated in Item 6 of the Declarations bears to the total applicable limits of insurance of all valid and collectible insurance against such **Loss** which specifically applies on an excess basis and is pre-notified in accordance with the Excess Insurance condition contained in Section (e) of this Clause 6, or which due to an other insurance clause also applies on an excess basis, then the Insurer shall not be liable under this **KRE Coverage Section** for a greater proportion of such **Loss** than the amount the applicable Limits of Insurance stated in the Declarations bears to the total applicable limits of all insurance available plus any deductible and/or self-insured amounts.

(3) If this **KRE Coverage Section** and other Kidnap and Ransom/Extortion insurance provided by any other member of the American International Group, Inc. cover the same **Loss**, then the Aggregate Limit of Insurance stated in Item 6 of the Declarations and such member company's insurance, when combined, will not exceed the highest applicable limits available under any one of the applicable coverage(s) or policy(ies).

(e) Excess Insurance

The Named Organization may purchase excess insurance over the Aggregate Limit of Insurance stated in Item 6 of the Declarations without prejudice to this Policy, provided that the Insurer is notified in writing of the details of such other insurance at the time such other insurance is acquired. The existence of such insurance, if any, will not reduce the Insurer's liability under this **KRE Coverage Section**.

(f) Non-Accumulation of Liability

Regardless of the number of years this Policy and this KRE **Coverage Section** continue in force, and of the number of premiums payable or paid or of any other circumstances whatsoever, liability under this KRE **Coverage Section** with respect to any **Loss** will not be cumulative from year to year or **Policy Period** to **Policy Period**. When there is more than one Named Organization stated on the Declarations and/or more than one other **Insured Person(s)**, the Insurer's Limits of Insurance for **Loss** sustained by any or all of them will not exceed the amount for which the Insurer would be liable if all **Loss** were sustained by any one of them.

(g) Statement of Loss

The Named Organization will file a detailed, sworn Statement of Loss with the Insurer as soon as practicable after the date of **Loss**.

(h) Non-Employee Directors

In the event that any of the Named Organization's director(s), who is not an **Employee** of the Named Organization, is an **Insured Person(s)** under any other Kidnap and Ransom/Extortion or similar policy or policies issued by the Insurer or a member of the American International Group, Inc. and a **Loss** as respects such director is reported under this KRE **Coverage Section** and one or more such other policies, then the Limits of Insurance under this KRE **Coverage Section** and such member company's insurance when combined will not exceed the highest applicable limits available under any one of the applicable coverage(s) or policy(ies).

(i) Appraisal

If the Named Organization and the Insurer fail to agree as to the amount of **Loss**, each will, on the written demand of the other made within 60 days after the Insurer's rejection of a Statement of Loss submitted by the Named Organization, select a competent and disinterested appraiser. The appraisers will appraise the **Loss** stating the amount of **Loss**. If the appraisers fail to agree they will select a competent and disinterested umpire, and failing for 15 days to agree upon such umpire, then, on the request of the Named Organization or the Insurer, such umpire will be selected by a judge of any competent court in the United States, and the appraisers will submit their differences to the umpire. An award in writing of any two will determine the amount of **Loss**. The Named Organization and the Insurer will each pay its chosen appraiser and will bear equally the other expenses of the appraisal and umpire. The Insurer will not be held to have waived any of the Insurer's rights by any act relating to appraisal.

(j) Assistance and Cooperation

**Insured Person(s)** will cooperate with the Insurer in all matters relating to this KRE **Coverage Section**. This may include attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements, and in conducting litigation, arbitration, or other proceedings.

(k) Inspection and Audit

The Insurer may examine and audit the Named Organization's business documents, relating to the subject matter of this KRE **Coverage Section**, until three years after this KRE **Coverage Section** has

expired or has been cancelled. Any premium due for exposures which exist but were not reported to the Insurer will be determined by audit.

(l) Recoveries

In the event of any payment under this KRE **Coverage Section**, all recoveries, less the actual cost to the Insurer of recovery, will be distributed firstly to the Insurer for all amounts paid by the Insurer under this KRE **Coverage Section** and any remainder will be paid to the Named Organization.

(m) Actions Against the Insurer

No suit, action or proceeding for recovery of any **Loss** under this KRE **Coverage Section** will be sustainable in any court of law, equity or other tribunal unless all of the requirements of this KRE **Coverage Section** and this Policy are complied with and the same be commenced within 12 months next after a Statement of Loss has been filed with the Insurer by the Named Organization.

(n) Choice of Law and Forum

The construction, validity and performance of this KRE **Coverage Section** will be governed by the laws of the State of New York. The Insurer and the Named Organization hereby expressly agree that all claims and disputes will be brought for adjudication either in the Supreme Court of the State of New York in and for the County of New York or in the U.S. District Court for the Southern District of New York.

(o) Concealment, Misrepresentation, or Fraud

Coverage under this KRE **Coverage Section** is null and void in case of fraud, concealment, or misrepresentation by an **Insured Person(s)** of a material fact concerning:

- (1) this insurance or the procurement thereof; or
- (2) an **Insured Person(s)**; or
- (3) the Named Organization's interest in the **Insured Person(s)**; or
- (4) any **Loss** or claim presented to the Insurer under this KRE **Coverage Section**.

(p) Notices

Except as indicated to the contrary herein, all notices, applications, demands and requests provided for in this KRE **Coverage Section** will be in writing and will be given to or made upon either party at its address shown in the Declarations.

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# AIG Not-For-Profit Risk Protector<sup>SM</sup> SB Edition<sup>SM</sup>

## CRIME COVERAGE SECTION SIX ("Crime Coverage Section")

**Notice:** Pursuant to Clause 1 of the General Terms and Conditions, the General Terms and Conditions are incorporated by reference into, made a part of, and are expressly applicable to this Coverage Section, unless otherwise explicitly stated to the contrary in either the General Terms and Conditions or in this Coverage Section. In the event a conflict exists between a term or condition of the General Terms and Conditions and a term and condition of this Coverage Section, the term or condition of this Coverage Section shall control.

### 1. INSURING AGREEMENTS

Coverage is provided under the following Insuring Agreements for which a Per Occurrence Limit of Liability is shown on the Declarations:

#### A. EMPLOYEE THEFT

The Insurer will pay for loss of or damage to **Money**, **Securities** and **Other Property** resulting directly from **Theft** committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

#### B. FORGERY OR ALTERATION

(1) The Insurer will pay for loss resulting directly from **Forgery** or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in **Money** that are:

- (1) made or drawn by or drawn upon the **Insured**; or
- (2) made or drawn by one acting as the **Insured's** agent;

or that are purported to have been so made or drawn.

(2) If the **Insured** is sued for refusing to pay any instrument covered in subparagraph 1(B)(a) above, on the basis that it has been forged or altered, and the **Insured** has the Insurer's written consent to defend against the suit, the Insurer will pay for any reasonable legal expenses that the **Insured** incurs and pays in that defense. The amount that the Insurer will pay is in addition to the **Limit of Liability** applicable to this Insuring Agreement.

#### C. INSIDE THE PREMISES – THEFT OF MONEY AND SECURITIES

(1) The Insurer will pay for loss of **Money** and **Securities** inside the **Premises** or **Banking Premises** resulting directly from **Theft**, disappearance or destruction.

- (2) The Insurer will pay for loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Theft** of **Money** and **Securities**, if the **Insured** is the owner of the **Premises** or is liable for damage to it.
- (3) The Insurer will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the **Premises** resulting directly from an actual or attempted **Theft** of or unlawful entry into those containers.

#### **D. INSIDE THE PREMISES – ROBBERY OR SAFE BURGLARY OF OTHER PROPERTY**

- (1) The Insurer will pay for loss of or damage to **Other Property**:
  - (a) inside the **Premises** resulting directly from an actual or attempted **Robbery** of a **Custodian**;  
or
  - (b) inside the **Premises** in a safe or vault resulting directly from an actual or attempted **Safe Burglary**.
- (2) The Insurer will pay for loss from damage to the **Premises** or its exterior resulting directly from an actual or attempted **Robbery** or **Safe Burglary** of **Other Property**, if the **Insured** is the owner of the **Premises** or is liable for damage to it.
- (3) The Insurer will pay for loss of or damage to a locked safe or vault located inside the **Premises** resulting directly from an actual or attempted **Robbery** or **Safe Burglary**.

#### **E. OUTSIDE THE PREMISES**

- (1) The Insurer will pay for loss of **Money** and **Securities** outside the **Premises** in the care and custody of a **Messenger** or an armored motor vehicle company resulting directly from **Theft**, disappearance or destruction.
- (2) The Insurer will pay for loss of or damage to **Other Property** outside the **Premises** in the care and custody of a **Messenger** or an armored motor vehicle company resulting directly from an actual or attempted **Robbery**.

#### **F. COMPUTER FRAUD**

The Insurer will pay for loss of or damage to **Other Property** resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the **Premises** or **Banking Premises**:

- (i) to a person (other than a **Messenger**) outside those **Premises**; or
- (ii) to a place outside those **Premises**.

#### **G. MONEY ORDERS AND COUNTERFEIT PAPER CURRENCY**

The Insurer will pay for loss resulting directly from the **Insured's** having accepted in good faith, in exchange for merchandise, **Money** or services:

- (i) money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (ii) **Counterfeit** paper currency that is acquired during the regular course of business.

## 2. DEFINITIONS

- (a) **Banking Premises** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- (b) **Client** means any entity for whom the **Insured** performs services under a written agreement.
- (c) **Counterfeit** means an imitation of an actual valid original which is intended to deceive and to be taken as the original.
- (d) **Custodian** means the **Insured**, or any **Employee** while having care and custody of property inside the **Premises**, excluding any person while acting as a **Watchperson** or janitor.
- (e) **Employee** means:
  - (1) any natural person:
    - (i) while in the **Insured's** service or for thirty (30) days after termination of service;
    - (ii) who the **Insured** compensates directly by salary, wages or commissions; and
    - (iii) who the **Insured** has the right to direct and control while performing services for the **Insured**;
  - (2) any natural person who is furnished temporarily to the **Insured**:
    - (i) to substitute for a permanent **Employee**, as defined in subparagraph 2(e)(1) above, who is on leave; or
    - (ii) to meet seasonal or short-term work load conditions;
    - (iii) who is a student gaining work experience; or
    - (iv) who is a non-fund soliciting volunteer;while that person is subject to the **Insured's** direction and control and is performing services for the **Insured**, excluding, however, any such person while having care and custody of property outside the **Premises**; or
  - (3) any natural person who is:
    - (i) a trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any **Employee Benefit Plan(s)** insured under this **Coverage Section**; and
    - (ii) the **Insured's Executive** while that person is handling **Funds** or **Other Property** of any **Employee Benefit Plan(s)** insured under this **Coverage Section**.

But **Employee** does not mean:

- (1) any agent, broker, person leased to the **Insured** by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
  - (2) any **Executive** of the **Insured** except while performing acts coming within the scope of the usual duties of an **Employee**.
- (f) **Employee Benefit Plan(s)** means any welfare or pension benefit plan scheduled by specific written endorsement attached to this Policy that is subject to the Employee Retirement Income Security Act of 1974.
- (g) **Executive** means any duly elected or appointed director, officer, trustee, trustee emeritus or executive director of the **Insured**.
- (h) **Forgery** means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- (i) **Funds** means **Money** and **Securities**.
- (j) **Insured(s)** means the Named Organization.
- (k) **Messenger** means the **Insured**, or a relative of the **Insured**, or any **Employee** while having care and custody of property outside the **Premises**.
- (l) **Money** means:
- (1) currency, coins and bank notes in current use and having a face value; and
  - (2) travelers checks, register checks and money orders held for sale to the public.
- (m) **Occurrence** means:
- (1) as respects Insuring Agreement A of this **Coverage Section**, all loss caused by, or involving, one or more **Employees**, whether the result of a single act or series of acts; or
  - (2) as respects Insuring Agreement B of this **Coverage Section**, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments; or
  - (3) as respects all other Insuring Agreements of this **Coverage Section**:
    - (a) an act or series of related acts involving one or more persons; or
    - (b) an act or event, or a series of related acts or events not involving any person.
- (n) **Other Property** means any tangible property other than **Money** and **Securities** that has intrinsic value but does not include any property excluded under this **Coverage Section** .

(o) **Premises** means the interior of that portion of any building the **Insured** occupies in conducting the **Insured's** business.

(p) **Robbery** means the unlawful taking of property from the care and custody of a person by one who has:

- (1) caused or threatened to cause that person bodily harm; or
- (2) committed an obviously unlawful act witnessed by that person.

(q) **Safe Burglary** means the unlawful taking of:

- (1) property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
- (2) a safe or vault from inside the **Premises**.

(r) **Securities** means negotiable and nonnegotiable instruments or contracts representing either **Money** or property and includes:

- (1) tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (2) evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **Insured**;

but does not include **Money**.

(s) **Theft** means the unlawful taking of **Money, Securities or Other Property** to the deprivation of the **Insured**.

(t) **Watchperson** means any person the **Insured** retains specifically to have care and custody of property inside the **Premises** and who has no other duties.

### 3. EXCLUSIONS

This **Coverage Section** does not apply to:

- (a) Loss resulting from **Theft** or any other dishonest act committed by the **Insured**;
- (b) Loss resulting from **Theft** or any other dishonest act committed by any of the **Insured's Employees Executives** or authorized representatives:
  - (i) whether acting alone or in collusion with other persons; or
  - (ii) while performing services for the **Insured** or otherwise;

except when covered under Insuring Agreement A of this **Coverage Section**;

- (c) Loss resulting from seizure or destruction of property by order of governmental authority;
- (d) Loss that is an indirect result of any act or **Occurrence** covered by this **Coverage Section** including, but not limited to, loss resulting from:
  - (i) the **Insured's** inability to realize income that the **Insured** would have realized had there been no loss of or damage to **Money, Securities or Other Property**;
  - (ii) payment of damages of any type for which the **Insured** is legally liable. But, the **Insurer** will pay compensatory damages arising directly from a loss covered under this **Coverage Section** ; or
  - (iii) payment of costs, fees or other expenses the **Insured** incurs in establishing either the existence or the amount of loss under this **Coverage Section**;
- (e) Legal expenses related to any legal action, except when covered under Insuring Agreement B of this **Coverage Section**;
- (f) Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident;
- (g) Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident; or
- (h) Loss resulting from:
  - (1) the unauthorized disclosure of the **Insured's** confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
  - (2) the unauthorized use or disclosure of confidential information of another person or entity which is held by the **Insured** including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**INSURING AGREEMENT A** of this **Coverage Section** does not apply to:

- (i) Loss caused by any **Employee** of the **Insured**, or predecessor in interest of the **Insured**, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation;
- (j) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
  - (i) an inventory computation; or
  - (ii) a profit and loss computation;

however, solely with respect to Insuring Agreement A, where the **Insured** establishes wholly apart from such computations that the **Insured** has sustained a loss, then the **Insured** may offer the **Insured's** inventory records and actual physical count of inventory in support of the amount of loss claimed;

- (k) Loss resulting directly or indirectly from trading, whether in the **Insured's** name or in a genuine or fictitious account; or
- (l) Loss resulting from fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

**INSURING AGREEMENTS C, D and E** of this **Coverage Section** do not apply to:

- (m) Loss resulting from accounting or arithmetical errors or omissions;
- (n) Loss resulting from the giving or surrendering of property in any exchange or purchase;
- (o) Loss resulting from fire, however caused, except:
  - (i) loss from damage to a safe or vault; and
  - (ii) Under Insuring Agreement C of this **Coverage Section**, loss of or damage to **Money and Securities**;
- (p) Loss of property contained in any money operated device unless the amount of **Money** deposited in it is recorded by a continuous recording instrument in the device;
- (q) Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them;
- (r)
  - (i) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the **Premises** or **Banking Premises**:
    - (A) on the basis of unauthorized instructions;
    - (B) as a result of a threat to do bodily harm to any person; or
    - (C) as a result of a threat to do damage to any property;
  - (ii) provided, however, this Exclusion does not apply under Insuring Agreement E of this **Coverage Section** to loss of **Money, Securities** or **Other Property** while outside the **Premises** in the care and custody of a **Messenger** if the **Insured**:
    - (A) had no knowledge of any threat at the time the conveyance began; or
    - (B) had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat;
- (s) Loss from damage to the **Premises** or its exterior, or to any safe, vault, cash register, cash box, cash drawer or **Other Property** by vandalism or malicious mischief; or
- (t) Loss resulting from the **Insured**, or anyone acting on the **Insured's** express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

**INSURING AGREEMENT F** of this **Coverage Section** does not apply to:

(u) Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (i) an inventory computation; or
- (ii) a profit and loss computation;

(v) Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards; or

(w) Computer losses due to:

- (i) Loss of computer time or use;
- (ii) Unintentional errors or omissions; or
- (iii) Voluntary giving or surrendering of property in a purchase or exchange, whether legitimate or fraudulent.

#### 4. CONDITIONS

(a) CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS OF THIS **COVERAGE SECTION**:

##### 1. Cancellation As To Any **Employee**

This **Coverage Section** is cancelled as to any **Employee**:

- (A) immediately upon discovery by:
  - (i) the **Insured**; or
  - (ii) any of the **Insured's Executives** not in collusion with the **Employee**; of **Theft** or any other dishonest act committed by the **Employee** whether before or after becoming employed by the **Insured**.
- (B) on the date specified in a notice mailed to the Named Organization. That date will be at least thirty (30) days after the date of mailing.

The Insurer will mail or deliver the Insurer's notice to the Named Organization's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

##### 2. Concealment, Misrepresentation Or Fraud

This **Coverage Section** is void in any case of fraud by the **Insured** as it relates to this **Coverage Section** , at any time. It is also void if the Named Organization or any other **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

- (A) this **Coverage Section**;

- (B) the property covered under this **Coverage Section** ;
- (C) the **Insured's** interest in the property covered under this **Coverage Section** ; or
- (D) a claim under this **Coverage Section** .

### 3. Consolidation – Merger

If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity, any additional persons become **Employees** or the **Insured** acquires the use and control of any additional **Premises**:

- (A) the **Insured** must give the Insurer written notice and obtain the Insurer's written consent to extend this insurance to such additional **Employees** or **Premises**. The Insurer may condition the Insurer's consent upon payment of an additional premium; but
- (B) for the first ninety (90) days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, any insurance afforded for **Employees** or **Premises** also applies to these additional **Employees** or **Premises** for acts committed or events occurring within this ninety (90) day period.

### 4. Loss-Notice-Proof – The Fidelity Research & Investigative Settlement Clause (FRISC)

After the **Insured** discovers a loss or a situation that may result in loss of or damage to **Money, Securities** or **Other Property** the **Insured** must notify the Insurer pursuant to Clause 8(b) of the General Terms and Conditions of this Policy.

Thereafter, the **Insured** may, with respect to such loss or situation that may result in loss or damage to **Money, Securities** or **Other Property**, elect to have an independent Investigative Specialist investigate the facts and determine the quantum of loss. The **Insured** and the Insurer shall jointly task and budget the Investigative Specialist regarding the scope, time needed and cost of the investigation to be performed. The report issued by the Investigative Specialist will be definitive as respects the facts and the quantum of loss and shall be provided to both the **Insured** and the Insurer. After a joint review of the investigative report, if the **Insured** and the Insurer cannot agree upon the settlement of loss, then the Insurer, at the **Insured's** request, shall submit the dispute to mediation and/or arbitration (if applicable). The rules of the American Arbitration Association shall apply to this proceeding except for the selection of the mediator and/or arbitrator. The **Insured** shall select an Investigative Specialist, mediator and/or arbitrator from the list affixed as Appendix 1 to this **Coverage Section** and made part of this Policy located in the same jurisdiction in which the loss or situation that may result in loss or damage to **Money, Securities** or **Other Property** occurred. In the event such loss or situation that may result in loss or damage to **Money, Securities** or **Other Property** occurred in a jurisdiction not included on the list, the **Insured** shall select an Investigative Specialist, mediator and/or arbitrator in the listed jurisdiction which is the nearest geographic jurisdiction to the jurisdiction in which the loss or situation occurred or where the corporate headquarters of the **Insured** is located. No changes shall be made during the **Policy Period** to Appendix 1 unless the amendments are at the **Insured's** request and consented to by the Insurer.

The **Insured** shall notify the Insurer in writing of the above election to have an independent Investigative Specialist investigate the facts and determine the quantum of loss within 30

days from the date on which the **Insured** first notifies the Insurer pursuant to Clause 8(b) of the General Terms and Conditions, and such notice shall be sent to the address specified in the first paragraph of Clause 8 of the General Terms and Conditions. Notwithstanding Clause 3. **EXCLUSIONS**, Exclusion (d)(iii) of the **Crime Coverage Section** , all fees, costs and expenses of the investigation, including any fee charged by the Investigative Specialist, shall be paid as follows: 50% of such fees, costs and expenses shall be paid by the **Insured** and 50% shall be paid out of the Limit of Liability specified in Item 5 of the Declarations. No Deductible Amount shall apply to the fees, costs and expenses of the independent investigation, including any fee charged by the Investigative Specialist.

In addition, whether or not the **Insured** elects to have an independent Investigative Specialist investigate the facts and determine the quantum of loss pursuant to the above terms and conditions, upon the Insurer's request, the **Insured** shall submit to examination by the Insurer, subscribe the same, under oath if required, give the Insurer a signed statement of the **Insured's** answers, and produce for the Insurer's examination all pertinent records, all at such reasonable times and places as the Insurer shall designate, and shall cooperate with the Insurer in all matters pertaining to loss or claims with respect thereto.

5. Employee Benefit Plan(s)

(A) The **Employee Benefit Plan(s)** shown in an Endorsement attached to this Policy are included as **Insureds** under Insuring Agreement A of this **Coverage Section** .

(B) If any **Employee Benefit Plan(s)** is insured jointly with any other entity under this **Coverage Section** , the **Insured** or the **Plan Administrator** must select a Limit of Liability for Insuring Agreement A of this **Coverage Section** that is sufficient to provide a Limit of Liability for each **Employee Benefit Plan** that is at least equal to that required if each **Employee Benefit Plan** were separately insured.

(C) With respect to loss sustained or discovered by any such **Employee Benefit Plan**, Insuring Agreement A of this **Coverage Section** is replaced by the following:

The Insurer will pay for loss of or damage to **Funds** and **Other Property** resulting directly from fraudulent or dishonest acts committed by an **Employee**, whether identified or not, acting alone or in collusion with other persons.

(D) If the Named Organization is an entity other than an **Employee Benefit Plan**, any payment the Insurer makes to that **Insured** for loss sustained by any **Employee Benefit Plan** will be held by that **Insured** for the use and benefit of the **Employee Benefit Plan(s)** sustaining the loss.

(E) If two or more **Employee Benefit Plans** are insured under this **Coverage Section**, any payment the Insurer makes for loss:

(i) sustained by two or more **Employee Benefit Plans**; or

(ii) of commingled **Money, Securities** or **Other Property** of two or more **Employee Benefit Plans**;

resulting directly or indirectly from an **Occurrence** will be made to each **Plan** sustaining loss by prorating the total applicable Per Occurrence Limit of Liability of all **Plans** based upon the proportion that the amount of loss for each **Plan** bears to the total amount of loss for all **Plans** sustaining loss.

(F) The Deductible Amount applicable to Insuring Agreement A of this **Coverage Section** does not apply to loss sustained by any **Employee Benefit Plan(s)**.

#### 6. Examination of the **Insured's** Books and Records

The Insurer may examine and audit the **Insured's** books and records as they relate to this **Coverage Section** at any time during the **Policy Period** and up to three (3) years afterward.

#### 7. Extended Period to Discover Loss

(A) The Insurer will pay for loss that the **Insured** sustained prior to the effective date of termination or cancellation of this **Coverage Section** , which is discovered by the **Insured** no later than sixty (60) days from the date of that termination or cancellation.

(B) However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by the **Insured** replacing in whole or in part the insurance afforded by this **Coverage Section**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

#### 8. Inspections and Surveys

(A) The Insurer has the right to:

- (i) make inspections and surveys at any time;
- (ii) give the **Insured** reports on the conditions the Insurer finds; and
- (iii) recommend changes.

(B) The Insurer is not obligated to make any inspections, surveys, reports or recommendations and any such actions the Insurer does undertake relate only to insurability and the premiums to be charged. The Insurer does not make safety inspections. The Insurer does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Insurer does not warrant that conditions:

- (i) are safe or healthful; or
- (ii) comply with laws, regulations, codes or standards.

(C) Paragraphs (A) and (B) above apply not only to the Insurer, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## 9. Joint Insured

- (A) If more than one **Insured** is covered under this **Coverage Section**, the Named Organization shall act for itself and for every other **Insured** for all purposes of this **Coverage Section**.
- (B) If any **Insured** or **Executive** of that **Insured** has knowledge of any information relevant to this **Coverage Section**, that knowledge is considered knowledge of every **Insured**.
- (C) An **Employee** of any **Insured** is considered to be an **Employee** of every **Insured**.
- (D) If this **Coverage Section** or any of its coverages is cancelled or terminated as to any **Insured**, loss sustained by that **Insured** is covered only if discovered by the **Insured** during the period of time provided in the Extended Period To Discover Loss Condition 4(a)7.

However, this extended period to discover loss terminates immediately upon the effective date of any other insurance obtained by that **Insured** replacing in whole or in part the insurance afforded by this **Coverage Section**, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (E) The Insurer will not pay more for loss sustained by more than one **Insured** than the amount the Insurer would pay if all the loss had been sustained by one **Insured**.

## 10. Loss Covered Under More Than One Coverage of This Coverage Section

If two or more coverages of this **Coverage Section** apply to the same loss, the Insurer will pay the lesser of:

- (A) the actual amount of loss; or
- (B) the sum of the Limits of Liability applicable to those coverages;

## 11. Loss Covered Under This Coverage Section And Prior Insurance Issued By the Insurer Or Any Member of the American International Group, Inc.

If any loss is covered:

- (A) partly by this **Coverage Section** ; and
- (B) partly by any prior cancelled or terminated insurance that the Insurer or any member of the American International Group, Inc. had issued to the **Insured** or any predecessor in interest;

the most the Insurer will pay is the larger of the amount recoverable under this **Coverage Section** or the prior insurance.

Regardless of the number of years this **Coverage Section** remains in force or the number of premiums paid, no Limit of Liability cumulates from year to year or **Policy Period** to **Policy Period**.

12. Loss Sustained

Subject to the Loss Sustained During Prior Insurance, Condition 4(a)13 of this **Coverage Section**, the Insurer will pay for loss that the **Insured** sustains through acts committed or events occurring during the **Policy Period** shown in the Declarations and discovered by the **Insured**:

(A) during the **Policy Period**; or

(B) during the period of time provided in the Extended Period To Discover Loss, Condition 4(a)7 of this **Coverage Section**.

13. Loss Sustained During Prior Insurance

(A) If the **Insured**, or any predecessor in interest, sustained loss during the period of any prior insurance that the **Insured** or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, the Insurer will pay for it under this **Coverage Section**, provided:

- (i) this **Coverage Section** became effective at the time of cancellation or termination of the prior insurance; and
- (ii) the loss would have been covered by this **Coverage Section** had it been in effect when the acts or events causing the loss were committed or occurred.

(B) The insurance under this Condition is part of, not in addition to, the applicable Limit of Liability applying to this **Coverage Section** and is limited to the lesser of the amount recoverable under:

- (i) this **Coverage Section** as of its effective date; or
- (ii) the prior insurance had it remained in effect.

14. Ownership of Property; Interests Covered

The property covered under this **Coverage Section** is limited to property:

- (A) that the **Insured** owns or leases;
- (B) that the **Insured** holds for others; or
- (C) for which the **Insured** is legally liable, except for property inside the premises of a Client of the **Insured**.

However, this **Coverage Section** is for the **Insured's** benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this **Coverage Section** must be presented by the Named Organization.

## 15. Records

The **Insured** must keep records of all property covered under this **Coverage Section** so that the Insurer can verify the amount of any loss.

## 16. Recoveries

(A) Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this **Coverage Section** will be distributed as follows:

- (i) to the **Insured**, until the **Insured** is reimbursed for any loss that the **Insured** sustains that exceeds the applicable Limit of Liability and the Deductible Amount, if any;
- (ii) then to the Insurer, until the Insurer is reimbursed for the settlement made; and
- (iii) then to the **Insured**, until the **Insured** is reimbursed for that part of the loss equal to the Deductible Amount, if any.

(B) Recoveries do not include any recovery:

- (i) from insurance, suretyship, reinsurance, security or indemnity taken for the Insurer's benefit; or
- (ii) of original **Securities** after duplicates of them have been issued.

## 17. Transfer of the **Insured's** Rights of Recovery Against Others to the **Insurer**

The **Insured** must transfer to the Insurer all the **Insured's** rights of recovery against any person or organization for any loss the **Insured** sustained and for which the Insurer has paid or settled. The **Insured** must also do everything necessary to secure those rights and do nothing after loss to impair them.

## 18. Valuation – Settlement

(A) Subject to Clause 6. Limit Of Liability of the General Terms and Conditions, the Insurer will pay for:

- (i) loss of **Money** but only up to and including its face value. The Insurer may, at the **Insurer's** option, pay for loss of **Money** issued by any country other than the United States of America:
  - (a) at face value in the **Money** issued by that country; or
  - (b) in the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
- (ii) loss of **Securities** but only up to and including their value at the close of business on the day the loss was discovered. The Insurer may, at the Insurer's option:

- (a) pay the value of such **Securities** or replace them in kind, in which event the **Insured** must assign to the Insurer all the **Insured's** rights, title and interest in and to those **Securities**; or
- (b) pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the **Securities**. However, the Insurer will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

- I. value of the **Securities** at the close of business on the day the loss was discovered; or
- II. the **Per Occurrence Limit of Liability**.

- (iii) loss of or damage to **Other Property** or loss from damage to the **Premises** or its exterior for the replacement cost of the property without deduction for depreciation.

However, the Insurer will not pay more than the least of the following:

- (a) the Limit of Liability applicable to the lost or damaged property;
- (b) the cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
- (c) the amount the **Insured** actually spends that is necessary to repair or replace the lost or damaged property.

The Insurer will not pay on a replacement cost basis for any loss or damage:

- (a) until the lost or damaged property is actually repaired or replaced; and
- (b) unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, the Insurer will pay on an actual cash value basis.

- (B) The Insurer may, at the Insurer's option, pay for loss of or damage to property other than **Money**:

- (i) in the **Money** of the country in which the loss occurred; or
- (ii) in the United States of America dollar equivalent of the **Money** of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

- (C) Any property that the Insurer pays for or replaces becomes the Insurer's property.

## 19. Legal Action Against Insurer

- (a) The **Insured** may not bring any legal action against the Insurer involving loss:
  - (A) Unless the **Insured** has complied with all the terms of this Policy;

- (B) Until 90 days after the **Insured** has filed proof of loss with the **Insurer** or after the receipt of the final investigative report; and
- (C) Unless brought within 2 years from the date the **Insured** discover the loss.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

(b) **CONDITIONS APPLICABLE TO INSURING AGREEMENT B OF THIS COVERAGE SECTION:**

1. Deductible

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement B.

2. Facsimile Signatures

The Insurer will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

3. Proof Of Loss

The **Insured** must include with the **Insured's** proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

(c) **CONDITIONS APPLICABLE TO INSURING AGREEMENTS D AND E OF THIS COVERAGE SECTION:**

1. Armored Motor Vehicle Companies

Under Insuring Agreement E of this **Coverage Section**, the Insurer will only pay for the amount of loss the **Insured** cannot recover:

- (A) under the **Insured's** contract with the armored motor vehicle company; and
- (B) from any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

2. Special Limit of Liability for Specified Property

The Insurer will only pay up to \$5,000 for any one **Occurrence** of loss of or damage to:

- (A) precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(B) manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

(d) **CONDITIONS APPLICABLE TO INSURING AGREEMENT F OF THIS COVERAGE SECTION:**

1. Special Limit of Liability for Specified Property

The Insurer will only pay up to \$5,000 for any one **Occurrence** of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

[The balance of this page is left intentionally blank.]

## Appendix 1

<u>Names</u>	<u>Addresses</u>	<u>Telephone No.</u>	<u>Profession</u>
<b><u>Investigative Specialists</u></b>			
Aksman & Aksman, CPA	509 Stillwells Corner Road Freehold, NJ 07728 Attention: Kenneth Aksman	(732) 462-8080	Accountants
Charles R. Barstow, CPA	15 Timothy Avenue San Anselmo, CA 94960 Attention: Chuck Barstow	(415) 455-0767	Accountants
Harner Evans PLC	7709 North 11th Avenue Phoenix, AZ 85021 Attention: Lamar Harner	(602) 395-1256	Accountants
Kalchik, Pratt & Associates, LLC	19710 Governors Highway Suite 12 Flossmoor, IL 60422 Attention: Donald R. Pratt, Jr.	(708) 647-0863	Investigators
Kinsel Accountancy CPA's	503 North Central Avenue Glendale, CA 91203 Attention: Stacy A. Kinsel	(818) 240-3300	Accountants
Moody's Inc	7021 West 153rd Street Orland Park, IL 69462 Attention: Bob Moody	(708) 535-1010	Accountants
RGL Forensic Accountants	300 Montgomery Street San Francisco, CA Attention: Steven A. Rosenthal	(800) 669-8323	Accountants
Studler, Doyle & Co LLC	1444 Farnsworth Avenue Suite 500 Aurora, IL 60505 Attention: D.M. Studler	(630) 820-5770	Accountants

### CANADA

<b>Alberta</b>	807 Manning Road N.E. Suite 100 Calgary, Alberta T2E 7M8 Attention: Scott Stiles	(403) 269-2069	General Adjusters
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95964 (10/07)

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**British Columbia:**

Baker, Bertrand, Chasse & Goguen Claim Services	Madison Centre 1901 Rosser Avenue, Suite 410 Burnaby, BC V5C 6R6 Attention: James O'Connor	(604) 742-9929	Fidelity Adjusters
Schumka Craig & Moore	600-1111 Melville Street Vancouver, BC V6E 3V6 Attention: Michael Parsons	(604) 681-6331	General Adjusters
James P. Blatchford Consulting	1311 Howe Street Suite 200 Vancouver, BC V6Z 2P3 Attention: James Blatchford	(604)691-1777	Accountant

**Manitoba:**

Cunningham Lindsey	631-B Marion Street Winnipeg, Manitoba R2J 0J9  Attention: Denis Rivard	(204) 985-1777 Ext. 772	General Adjusters
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**Maritimes:**

Cunningham Lindsey	Park Place Corporate Campus 238 A Brownlow Avenue, Suite 210 Dartmouth, Nova Scotia B3B 2B4 Attention: Nick Mac Donald	(902) 421-1519	General Adjusters
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**Ontario:**

Baker, Bertrand, Chasse & Goguen Claim Services	3660 Hurontario Street 6th Floor  Mississauga, ON L5B 3C4 Attention: Ted Baker	(905) 279-8880 Ext: 224	Fidelity Adjusters
LBC Int'l Investigative Accounting	40 University Ave Suite 1003 Toronto, ON M5J 1T1 Attention: Phil Turner	(416) 596-1000	Accountants
Navigant Consulting	One Financial Plaza One Adelaide Street East Toronto, Ontario M5C 2V9 Attention: Alan Stewart	(416) 777-2463	Accountants

**Quebec:**

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Baker, Bertrand, Chasse & Goguen Claim Services	1200 Boulevard Chomedey Bureau 700	(450) 688-3113 Ext. 225	Fidelity Adjusters
	Laval, Quebec H7V 3Z3 Attention: Michel Prud'homme		
LBC Int'l Investigative Accounting	1440 St. Catherine Street West Suite 710 Montreal, Quebec H3G 1R8 Attention: Emil Basilla	(514) 866-5431	Accountants
<b><u>Central &amp; South America</u></b>			
Carranza, Cowheard & Associates	3625 N.W. 82nd Avenue Building 2, Suite 306 Miami, FL 33166 Attention: Luis O. Carranza	(305) 463-7978	Accountants
Grant Thornton	1101 Walnut Street Kansas City, MO 64106 Attention: Larry Redler	(816) 412-2426	Accountants
<b><u>U.K. &amp; Europe</u></b>			
Adjusting Services	11 Baden Place, Crosby Row London, UK SE1 1YW Attention: David Ledger	44 (20) 7357- 7631	Adjusters & Accountants
Crawford & Company THG	Trinity Court 42 Trinity Square London, UK EC3N 4TH Attention: Suzanne Kearney, Esq.	44 (20) 7625- 4000	Investigators
LBC Int'l Investigative Accounting	Lloyds Avenue House 6 Lloyds Avenue London, UK EC3N 3AX Attention: Oliver Tiemann	44 (20) 7680- 1131	Accountants
RGL Forensic Accountants and Consultants	17 Devonshire Square London, UK EC2M 4SQ Attention: Anthony Levitt	44 (20) 7247- 4804	Accountants
Grant Thornton 95964 (10/07)	1101 Walnut Street Kansas City, MO 64106 Crime-20		

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Attention: Larry Redler (816) 412-2426 Accountants

**MEDIATORS & ARBITRATORS**

**USA**

Anderson, McPharlin & Connors	444 South Flower Street 31st Floor Los Angeles, CA 90071 Attention: David DiBiasi	(213) 236-1618	Attorney
Beirne, Maynard & Parsons LLP	1300 Post Oak Boulevard Suite 2500 Houston TX 77056-3000 Attention: Jeff Parsons	(713) 623-0887	Attorney
Boult, Cummings, Connor & Berry	414 Union Street, Suite 1600 Nashville, TN 37219 Attention: Rick Humbracht	(615) 525-2371	Attorney
Clausen Miller P.C.	10 South LaSalle Street Chicago, IL 60603-1098 Attention: Gil Schroeder	(312) 855-1010	Attorney
Carlton Fields	4000 International Place 100 S.E. Second Street Miami, FL 33131-9101 Attention: Patricia H. Thompson	(305) 539-7239	Attorney
D'Amato & Lynch	70 Pine Street New York, NY 10270-0110 Attention: Ken Sagat	(212) 269-0927	Attorney
Ropers Majewski	515 South Flower Street Los Angeles, CA Attention: Ernest Price	(213) 312-2024	Attorney
Stradley, Ronan, Stevens & Young LLP	2600 One Commerce Square Philadelphia, PA 19103 Attention: Samuel J. Arena, Jr.	(215) 564-8093	Attorney
Strassburger & Price	901 Main Street Dallas, TX 75202 Attention: Duncan Clore	(214) 651-4300	Attorney
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**Canadian Counsel**

**Alberta:**

Field LLP  
1900 First Canadian Center  
350 7th Avenue, SW  
Calgary, Alberta T2P 3N9  
Attention: Ms. Jean VanderLee (403) 260-8520 Attorney

**British Columbia**

Borden Ladner Gervais LLP  
1200 Waterfront Centre  
200 Burrard Street, PO Box 48600  
Vancouver, BC V7X 1T2 (604) 640-4173 Attorney  
Attention: Ross McGowan

**Ontario**

Bennett Jones LLP  
3400 One First Canadian Place  
PO Box 130  
Toronto, Ontario M5X 1A4 (416) 777-6250 Attorney  
Attention: Jim Patterson

Borden Ladner Gervais LLP  
Scotia Plaza, 40 King Street West  
Toronto, Ontario M5H 3Y4 (416) 367-6121 Attorney  
Attention: Reid Lester

Affleck Greene ORR  
One First Canadian Place  
100 King Street West, Suite  
840  
Toronto, Ontario M5X 1E5 (416) 360-2800 Attorney  
Attention: Peter Greene

**Quebec**

Borden Ladner Gervais LLP  
1000 de La Gauchetiere Street West  
Suite 900  
Montreal, Quebec H3B 5H4 (514) 954-3155 Attorney  
Attention: John Murphy

Nicholl Paskell-Mede  
630 Boulevard Rene-Levesque Ouest  
Bureau 1700  
Montreal, Quebec H3B 1S6  
Attention: John Nicholl (514) 843-3777 Attorney

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**ADDITIONAL INSURED ENDORSEMENT  
(CO-DEFENDANT COVERAGE)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Condition is amended follows:

The definition of **Organization** shall include the following entity ("**Listed Entity**"), subject to the **Listed Entity's** respective Continuity Date and the terms, conditions and exclusions of this Endorsement:

LISTED ENTITY

CONTINUITY DATE

For the purpose of the applicability of the coverage provided by this Endorsement, the **Listed Entity** and the **Organization** will be conclusively deemed to have indemnified the **Individual Insureds** of the respective **Listed Entity** to the extent that the **Listed Entity** or the **Organization** is permitted or required to indemnify such **Individual Insureds** pursuant to law, common or statutory, or contract, or its charter or by-laws. The **Listed Entity** and the **Organization** hereby agree to indemnify the **Individual Insureds** to the fullest extent permitted by law, including the making in good faith of any required application for court approval.

It is further understood and agreed that coverage as is afforded under this Policy with respect to a **Claim** made against the **Listed Entity** or an **Individual Insured** of the **Listed Entity** shall only apply if: (1) such **Claim** relates to a **Wrongful Act** committed by an **Individual Insured** of the **Organization** (other than the **Listed Entity**); and (2) an **Individual Insured** of the **Organization** (other than the **Listed Entity**) is and remains a defendant in the action along with such **Individual Insured** of the **Listed Entity**.

The following exclusion is added to this Policy:

- (1) the Insurer shall not be liable for any **Loss** in connection with any **Claim(s)** made against the **Listed Entity** or any **Individual Insured** of such **Listed Entity** alleging, arising out of, based upon or attributable to any **Wrongful Act** occurring prior to the **Listed Entity's** Continuity Date listed above, if an **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this Policy.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**RUN-OFF ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the additional premium of \$XXXXX, (which shall be fully earned at the inception date of this Endorsement) it is hereby understood and agreed that as of XX/XX/XXXX (hereinafter the "Effective Time") the following provisions shall apply and be added to this Policy:

**I.**

The Section of this Policy entitled **DISCOVERY CLAUSE** is deleted in its entirety and replaced with the following:

**RUN-OFF COVERAGE CLAUSE**

The Named Organization shall have the right to a period of XXXXX (X) years following the Effective Time (herein referred to as the Discovery Period or Run-off Coverage) in which to give written notice to the Insurer of any **Claim(s)** first made against any **Insured(s)** during said (X) year period for any **Wrongful Act(s)** occurring on or prior to the Effective Time and otherwise covered by this Policy under the D&O, EPL and FLI **Coverage Sections**.

**II.**

The Section of this Policy entitled **CANCELLATION CLAUSE** is deleted in its entirety and replaced with the following:

This Policy may not be canceled by the Named Organization or by the Insurer except as indicated below.

This Policy may be canceled by or on the behalf of the Insurer only in the event of nonpayment of premium by the Named Organization. In the event of non-payment of premium by the Named Organization, the Insurer may cancel this Policy by delivering to the Named Organization or by mailing to the Named Organization, by registered, certified, or other first class mail, at the Named Organization's address as shown in Item 1. of the Declarations, written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective. The mailing of such

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

notice as aforesaid shall be sufficient proof of notice. The Policy Period terminates at the date and hour specified in such notice, or at the date and time of surrender.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

### III.

The Section of this Policy entitled **CHANGE IN CONTROL OF NAMED ORGANIZATION** is deleted in its entirety.

### IV.

It is further understood and agreed that notwithstanding any other provision of this Policy, this Policy shall not provide coverage for any **Claim(s)** alleging any **Wrongful Act(s)** occurring after the Effective Time.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**CAPTIVE INSURANCE COMPANY EXCLUSION WITH  
SPECIFIC CAPTIVE CARVE-OUT AND SPECIFIC E&O EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Condition are amended as follows:

The Insurer shall not be liable to make any payments for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** alleging, arising out of, based upon, or attributable to the ownership, management, maintenance and/or control by the **Organization** of any captive insurance company or entity including but not limited to **Claim(s)** alleging the insolvency or bankruptcy of the **Organization** as a result of such ownership, operation, management and control.

Notwithstanding the above, this exclusion shall not apply to the captive insurance company listed below (hereinafter "Captive(s)"):

CAPTIVE INSURANCE COMPANY

It is further understood that this Policy is hereby amended as follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** or the **Organization**:

alleging, arising out of, based upon or attributable to any one or more of the following:

- (i) any refusal to renew or any cancellation of any policy of insurance, reinsurance, bonds or indemnity, including but not limited to, annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs (hereinafter collectively referred to as "Insurance Contract");
- (ii) any failure or refusal to pay, or delay in the payment of, benefits due or alleged to have been due under any Insurance Contract;

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

- (iii) any lack of good faith or fair dealing in the handling of any claim or obligation arising out of or under any Insurance Contract; or
- (iv) alleging, arising out of, based upon, or attributable to any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation, or procedure as well as any and all **Claims** brought by any local, state or federal governmental body and/or any agency or subdivision thereof; provided, however, that the foregoing exclusion shall not apply to **Employment Practices Claims**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

### DISPUTE RESOLUTION PROCESS AMENDED ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Condition is amended follows:

Clause 18. **ALTERNATIVE DISPUTE RESOLUTION PROCESS** is deleted in its entirety, and replaced with the following:

#### ALTERNATIVE DISPUTE RESOLUTION PROCESS

It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of **Loss**, shall be subject to the alternative dispute resolution ("ADR") process set forth in this clause.

Either the Insurer or the **Insured(s)** may elect the type of ADR process discussed below; provided, however, that the **Insured(s)** shall have the right to reject the Insurer's choice of ADR at any time prior to its commencement, in which case the **Insured(s)**' choice of ADR shall control.

The Insurer and **Insured(s)** agree that there shall be two choices of ADR process:

- (1) non-binding mediation administered by the American Arbitration Association, in which the Insurer and **Insured(s)** shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing Commercial Mediation Rules; or
- (2) arbitration submitted to the American Arbitration Association under or in accordance with its then-prevailing Commercial Arbitration Rules, in which the arbitration panel shall be composed of three disinterested individuals.

In the event that the ADR process described in paragraph (1) of the above is selected, the Insurer and the **Insured(s)** agree that in the further event that the dispute is not settled following the mediation, either party shall have the right, within 120 days of the termination of the mediation, to commence an arbitration proceeding as described in paragraph (2) above.

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

In either mediation or arbitration, the mediator(s) or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator(s) or arbitrators shall also give due consideration to the general principles of the law of the state of Delaware in the construction or interpretation of the provisions of this policy; provided, however, that the terms, conditions, provisions and exclusions of this Policy are to be construed in an even-handed fashion in the manner most consistent with the relevant terms, conditions, provisions or exclusions of this Policy, without regard to the authorship of the language, the doctrine of reasonable expectations of the parties and without any presumption or arbitrary interpretation or construction in favor of either party or parties, and in accordance with the intent of the parties.

In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators' award shall not include attorney(s)' fees or other costs. In all events, each party shall share equally the expenses of the ADR process.

Either choice of ADR process may be commenced in either New York, New York; Atlanta, Georgia; Chicago, Illinois; Denver, Colorado; or in the state indicated in Item 1 of the Declarations as the mailing address for the Named Organization. The Named Organization shall act on behalf of all **Insured(s)** in selection of the ADR process in accordance with this Endorsement.

It is further understood and agreed that no forum or tribunal other than those specified above shall have jurisdiction or authority to hear or resolve any dispute or difference which may arise under or in connection with this Policy. The **Insureds** waive any and all privileges, immunities and rights they may have, including without limitation any privilege, immunity or right they may have under law, whether state, federal, tribal law, or otherwise, to resolve any such dispute or difference in any forum or tribunal other than those specified above. It is a condition precedent to the **Insureds'** rights and Insurer's obligations under this Policy that the **Insureds** comply with the terms of this clause.

In the event any **Insured(s)** attempts to violate this clause, including without limitation commencing a proceeding in any court, then this clause is and may be pleaded as a full and complete defense to, and is and may be used as the basis for an injunction against all such actions taken by such **Insured(s)**. Should the Insurer retain counsel for the purpose of restraining, enjoining, or otherwise preventing such actions taken by such **Insured(s)**, then the Insurer, should it prevail, shall be

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

entitled, in addition to such other relief as may be granted in such action or proceeding, whether at trial or on appeal, to be reimbursed by such **Insured(s)** for all costs and expenses incurred as a result thereof including without limitation reasonable attorneys' fees and costs for services rendered to the Insurer.

With respect to any such action or proceeding commenced by the Insurer, the terms and conditions of this clause are to be construed without regard to the authorship of the language or any presumption or arbitrary interpretation or construction in favor of the Insureds. It is further understood and agreed that the Insurer and **Insureds**:

- (a) have carefully read and understand the contents of this clause;
- (b) have had the opportunity to consult with their own independent counsel regarding the terms of this clause; and
- (c) agree to the terms and conditions of this clause without any inducement other than that which is described herein.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

---

AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### **BANKRUPTCY, INSOLVENCY AND CREDITORS EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Condition is amended follows:

The following exclusions are added to Clause 5. **EXCLUSIONS:**

- (1) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly:
  - (i) any **Wrongful Act** which is alleged to have led to or caused, directly or indirectly, wholly or in part, the bankruptcy or insolvency of the **Organization**, or to the **Organization** filing a petition, or a petition being filed against the **Organization**, pursuant to the federal Bankruptcy Code or any similar state law, or the **Organization** assigning its assets for the benefit of its creditors; or
  - (ii) the **Organization** having sustained a financial loss due, directly or indirectly, wholly or in part, to a **Wrongful Act** of the Insured(s), but only if such **Claim** is made after the **Organization** has been determined to be insolvent, or has filed a petition for bankruptcy, or a petition has been filed against it, or the **Organization** has assigned its assets for the benefit of its creditors; or
- (2) brought by or on the behalf of any creditor or debt-holder of the **Organization**, or arising out of any liability (whether alleged or actual) to pay or collect accounts, including but not limited to **Claims** alleging misrepresentation in connection with the extension of credit or purchase of a debt instrument, or **Claims** alleging any deterioration in the value of the debt as a result of (wholly or in part) the bankruptcy or insolvency of the **Organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### PRIOR ACTS EXCLUSION

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Condition are amended as follows:

The following clause shall be added to Clause 5 of the General Terms and Conditions:

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** alleging any **Wrongful Act(s)** which occurred prior to the effective date of this Policy. This Policy only provides coverage for **Loss** arising from **Claims** which allege **Wrongful Act(s)** occurring on or after the effective date of this Policy, prior to the end of the Policy Period and otherwise covered by this Policy. **Loss(es)** arising out of the same or **Related Wrongful Act(s)** shall be deemed to arise from the first such same or related **Wrongful Act**.

**Please read the following: This Endorsement is being added to the policy as an alternative to our right, pursuant to the binder of insurance for this Policy, to declare this Policy null and void ab initio due to failure to provide the "subject to" information as referenced in the binder of insurance. It is agreed that, upon the receipt, review and written approval by the insurer of the "subject to" information within 30 days, this exclusion shall be deleted retroactively and have no effect. Alternatively, in the event that any of the "subject to" information referenced in the binder of insurance issued is not received by the Insurer, or if received, is not approved by the Insurer for any reason, within 30 days from the date of issuance of this Endorsement, the Insurer, at its sole discretion, may declare this Policy null and void ab initio and of no effect. Payment of the premium shall not nullify this right to void this Policy, but if so nullified such payment shall be returned as soon as practicable.**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Condition is amended follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** (including but not limited to any derivative or representative class actions) made against any **Insured(s)** alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly any **Sexual Misconduct**, child abuse or neglect, including but not limited to the employment, supervision, reporting to the proper authorities, failure to so report or retention of any person.

**Sexual Misconduct** means any licentious, immoral or sexual behavior, sexual abuse, sexual assault, or molestation intended to lead to or culminating in any sexual act against any individual(s).

Notwithstanding the foregoing, this Endorsement shall not apply to the coverage provided by Insuring Agreement D, Crisis Management Coverage, of the **D&O Coverage Section**, if purchased.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**SPECIFIC CLAIMS/LITIGATION EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Condition is amended follows:

Without limiting the effectiveness of exclusions (b) or (c) of this Policy, the Insurer shall not be liable for any **Loss** in connection with any **Claim(s)** (including but not limited to any derivative, member or representative class actions), made against any **Insured(s)** alleging, arising out of, based upon or attributable to the following claim(s)/litigation(s), or alleging the same or essentially the same facts or the same **Wrongful Act(s)** or **Related Wrongful Act(s)** alleged or contained in the following claim(s)/litigation(s):

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**STRIKES, SLOWDOWNS, WORK STOPPAGES AND LOCKOUTS EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Condition is amended follows:

1. Clause 5. **EXCLUSIONS** is amended to include the following exclusion at the end thereof:

alleging, arising out of, or in any way related to any actual or alleged boycotts, picketing, strikes, lockouts, demonstrations, sick-outs, slowdowns, refusals to cross picket lines, work stoppages or any similar activity or job action.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### FOR-PROFIT SUBSIDIARY COVERAGE DELETED ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the definition of **Subsidiary** in the General Terms and Condition is deleted in its entirety and replaced with the following:

(t) **Subsidiary** means:

(1) any organization of which, on or before the inception of the **Policy Period**, the Named Organization, either directly or indirectly through one or more of its **Subsidiaries**: (a) owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the directors, trustees or management committee members; or (b) has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the organization, to elect, appoint or designate a majority of the general partners of a partnership that is formed as a limited partnership, or elect, appoint or designate a majority of the board of directors, trustees, management committee members or members of a management board of a limited liability corporation;

(2) automatically any not-for-profit organization which becomes a **Subsidiary** during the **Policy Period** and of which the book value of such entity's assets determined in accordance with Generally Accepted Accounting Principles ("GAAP") totals less than 35% of the similarly calculated assets of the Named Organization as of the inception date of the **Policy Period**; or

With regard to subparagraph (2) above, the Named Organization shall provide the Insurer with full particulars of the **Subsidiary** before the end of the **Policy Period**.

Any organization which becomes a **Subsidiary** during the **Policy Period** but which exceeds the asset limitations stated in subparagraph (2) above, shall be provided coverage under this Policy, but only upon the condition that within 90 days after the date of its becoming a **Subsidiary**, the Named Organization shall have provided the Insurer with full particulars of the new **Subsidiary** and agreed to any additional premium or amendment of the provisions of this Policy required by the Insurer relating to such new **Subsidiary**. Further, the coverage as shall be afforded to the

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

new **Subsidiary** is conditioned upon the Named Organization paying when due any additional premium required by the Insurer relating to such new **Subsidiary**.

An organization becomes a **Subsidiary** when the Named Organization owns more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the directors, trustees or management committee members, either directly or indirectly through one or more of its **Subsidiaries**, or has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the organization, to elect, appoint or designate a majority of the general partners of a partnership that is formed as a limited partnership, or elect, appoint or designate a majority of the board of directors, trustees, management committee members or members of a management board of a limited liability corporation, either directly or indirectly through one or more of its **Subsidiaries**.

In all events, such coverage as is afforded under this Policy with respect to a **Claim** made against any **Subsidiary**, or any **Individual Insured** of a **Subsidiary**, shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

**Subsidiary** shall not include any **PAC**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**TOTAL TERRORISM EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Condition is amended follows:

This Policy does not apply to **Loss**, injury, damage, **Claim** or suit arising directly or indirectly as a result of or in connection with Terrorism including but not limited to, any contemporaneous or ensuing loss caused by fire, looting or theft.

DEFINITION – The following definition of Terrorism shall apply:

**Terrorism** means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in any connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm:

- (1) A government;
- (2) The civilian population of a country, state or community; or
- (3) To disrupt the economy of a country, state or community.

**Terrorism** includes a certified act of terrorism defined by Section 102. Definitions, of the Terrorism Risk Insurance Act of 2002 and any revisions or amendments.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**IRS TAX-EXEMPT CERTIFICATION EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions is amended follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against the **Insureds** alleging, arising out of, based upon or attributable to the failure of an **Organization** to obtain or maintain tax-exempt status from the Internal Revenue Service.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### BIG APPLE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** of this Policy is hereby amended to provide for the following additional coverages:

#### I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of the 11 additional coverages and maximum potential limits of liability provided by this endorsement. This summary is for convenience only and the coverages provided are subject to the terms and conditions of this Endorsement and the Policy:

A. Identity Theft	\$5, 000
B. Terrorism Travel Coverage	\$10,000
C. Terrorism Emergency Real Estate Fees	\$10,000
D. Terrorism Temporary Meeting Space Reimbursement	\$10,000
E. Terrorism Destroyed Records Reimbursement	\$10,000
F. Terrorism Death Benefit	\$50,000
G. Workplace Violence	\$5,000
H. Key Person Replacement	\$50,000
I. Crisis Management Doublor	\$30,000
J. Donation Relief	\$5,000
K. Travel Accident	<u>\$5,000</u>
<b>Potential Grand Total</b>	<b>\$190,000</b>

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### II. ADDITIONAL COVERAGES

A. **Identity Theft.** Subject otherwise to the terms of this Policy, **Loss** shall include the following costs resulting directly from an **Identity Theft Event**:

- (a) notarization costs for documents required by any grantor of credit or credit agencies;
- (b) certified mail costs to credit grantors, credit agencies or law enforcement agencies; and
- (c) application costs for re-applying for credit.

For purposes of this endorsement only, **Identity Theft Event** means the unapproved use or transfer in violation of any law of a means of identifying any director, officer, trustee, trustee emeritus, executive director, department head, committee member (of a duly constituted committee of the **Organization**), staff or faculty member (salaried or non-salaried) or the functional equivalent thereof of an **Organization**. An **Identity Theft Event** must be first discovered and reported to the Insurer during the **Policy Period**.

The Insurer's maximum liability for all such costs shall be the Sub-Limit of Liability of \$5,000 (for all such occurrences combined).

This coverage shall not be applicable if the CIP **Coverage Section** has been purchased.

B. **Terrorism Travel Coverage.** Subject otherwise to the terms of this Policy, in the event of **Terrorism** during the Policy Period, **Loss** shall include reasonable hotel expenses and fare increases resulting from the cancellation or delay of commercial air or rail transport.

The Insurer's maximum liability for all such costs shall be the Sub-Limit of Liability of \$10,000 (for all such occurrences combined).

C. **Terrorism Emergency Real Estate Fees.** Subject otherwise to the terms of this Policy, in the event of **Terrorism** during the Policy Period, **Loss** shall include reasonable expenses paid to a realtor or real estate consultant to locate alternative(s) in the event of the destruction of an **Organization's** principal place of business due to **Terrorism**.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy \_\_\_\_\_

No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

The Insurer's maximum liability for all such costs shall be the Sub-Limit of Liability of \$10,000 (for all such occurrences combined).

- D. Terrorism Temporary Meeting Space Reimbursement.** Subject otherwise to the terms of this Policy, in the event of **Terrorism** during the Policy Period, **Loss** shall include the reasonable cost of obtaining temporary meeting space for meetings with third parties which cannot be rescheduled at another of the **Organization's** locations due to the destruction of or damage to the **Organization's** locations from the act of **Terrorism**.

The Insurer's maximum liability for all such costs shall be the Sub-Limit of Liability of \$10,000 (for all such occurrences combined).

- E. Terrorism Destroyed Records Reimbursement.** Subject otherwise to the terms of this Policy, in the event of **Terrorism** during the Policy Period, **Loss** shall include reasonable expenses required to reconstruct destroyed business records whether paper or electronic.

The Insurer's maximum liability for all such costs shall be the Sub-Limit of Liability of \$10,000 (for all such occurrences combined).

- F. Terrorism Death Benefit:** Subject otherwise to the terms of this Policy, in the event of **Terrorism** during the Policy Period causing the death of a director, officer, trustee, chief executive officer or executive director, **Loss** shall include a **Terrorism** death benefit payment to the Named Organization.

The Insurer's maximum liability for all such costs (regardless of the number of persons involved) shall be the Sub-Limit of Liability of \$50,000 (for all such occurrences combined).

For the purposes of this endorsement only, **Terrorism** shall mean a Certified Act of Terrorism as defined by Section 102. Definitions of the Terrorism Risk Insurance Act of 2002 (as amended).

- G. Workplace Violence.** Subject otherwise to the terms of this Policy, **Loss** shall include reasonable expenses for counseling of immediately affected **Employees** subsequent to the use of force by any person with intent to cause serious bodily harm or death of any **Employee** on a premises controlled by the **Organization**.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy \_\_\_\_\_

No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

The Insurer's maximum liability for all such costs shall be the Sub-Limit of Liability of \$5,000 (for all such occurrences combined).

**H. Key Person Replacement.** Subject otherwise to the terms of this Policy, **Loss** shall include reasonable expenses incurred for advertising the employment position opening, travel and entertainment expenses incurred in interviewing job applicants and other miscellaneous extra expenses incurred in finding and interviewing a replacement in connection with the replacement of the chief executive officer or executive director of the Named Organization in the event any such person suffered an accidental death during the **Policy Period**.

The Insurer's maximum liability for all such costs shall be the Sub-Limit of Liability of \$50,000 (for all such occurrences combined).

**I. Crisis Management Doubler.** Solely if the **D&O Coverage Section** has been purchased, subject otherwise to the terms of this Policy, the amount of the Crisis Management Fund (as defined in the **D&O Coverage Section**) is hereby doubled.

In no event shall the Crisis Management Fund be more than \$60,000 (for all such occurrences combined).

**J. Donation Relief.** Subject otherwise to the terms of this Policy, in the event the Named Organization is notified in writing during the **Policy Period** that an organizational donor cannot honor a prior written monetary pledge due to a final order of the U.S. Bankruptcy Court, **Loss** shall include the amount of such pledge. This coverage shall not be applicable if the donor was in bankruptcy at the time the pledge was made.

The Insurer's maximum liability for all such costs shall be the Sub-Limit of Liability of \$5,000 (for all such occurrences combined).

**K. Travel Accident.** Subject otherwise to the terms of this Policy, **Loss** shall include a death benefit payment to the Named Organization in the event a director or officer dies as a result of an accident while traveling on a common carrier for business purposes during the **Policy Period**. Payment shall not be required in the event of an act of war or **Terrorism**.

The Insurer's maximum liability for all such costs shall be the Sub-Limit of Liability of \$5,000 (for all such occurrences combined).

No Retention shall apply to the coverage provided under this Endorsement.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ADR CLAUSE DELETED ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that Clause 18. **ALTERNATIVE DISPUTE RESOLUTION PROCESS** of the General Terms and Conditions is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**POLICY CANCELLATION ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of a return premium of \$ [REDACTED], it is hereby understood and agreed that this Policy is hereby cancelled effective MONTH XX, XXXX at 12:01 A.M. at the address shown in Item 1 of the Declarations to the Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**POLICY REINSTATEMENT ENDORSEMENT  
(AFTER CANCELLATION FOR NON-PAYMENT OF PREMIUM)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

Wherever used in this endorsement: (1) "the Company" means the insurance company which issued this Policy; and (2) "you," "your" and "Insured" mean the Named Organization, stated in the Declarations.

It is hereby understood and agreed that in consideration of the payment of all premium due, and subject to the terms, conditions and exclusions of the policy, this policy is reinstated, and any previous cancellation by the Company as a result of your nonpayment of premium is hereby rescinded.

Provided, however, that this endorsement is contingent upon, and subject to the terms and conditions of, any warranty executed by you.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### RETENTION WAIVER ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charges, it is hereby agreed and understood that the General Terms and Conditions are amended as follows:

The following paragraph is added to the end of Clause 7(a):

Further, solely with respect to the D&O and EPL **Coverage Sections**, no Retention shall apply for any covered **Claim** which is in the form of a civil litigation for monetary relief, and the Insurer shall thereupon reimburse the **Defense Costs** paid by the **Insured**, in the event of:

- (1) a determination of **No Liability** of all **Insureds**; or
- (2) a dismissal or a stipulation to dismiss the **Claim** as to all **Insureds** without prejudice and without the payment of any consideration by any **Insured**;

provided, however, that in the case of (2) above, such reimbursement shall occur one hundred twenty (120) days after the date of dismissal or stipulation as long as the **Claim** is not re-brought (or any other **Claim** which is subject to the same single retention by virtue of Clause 7 is not brought) within ninety (90) days from the time of such dismissal or stipulation, and further subject to an undertaking by the **Organization** in a form acceptable to the Insurer that such reimbursement shall be paid back by the **Organization** to the Insurer in the event the **Claim** (or any other **Claim** which is subject to the same single retention by virtue of Clause 7) is brought after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

For purposes of this Endorsement, **No Liability** means: (1) a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, by reason of a motion to dismiss or motion for summary judgment, after the exhaustion of all appeals; or (2) a final judgment of no liability obtained after trial, in favor of all **Insureds**, after the exhaustion of all appeals. In no event shall this term apply to a **Claim** in which a settlement has occurred.

Clause 9, **Defense Costs, Settlements, Judgments** is hereby deleted in its entirety and replaced with the following:

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

Except as to the Crime and KRE **Coverage Sections**, the Insurer shall have both the right and the duty to defend and appoint an attorney to defend any **Claim** (or in the case of the CIP **Coverage Section**, any **Suit**) against an **Insured** alleging a **Wrongful Act**, even if such **Claim** or **Suit** is groundless, false or fraudulent.

The **Insured** shall have the right to effectively associate with the Insurer in the defense of any **Claim**, including, but not limited to, negotiating a settlement, subject to the provisions of this clause. However, the Insurer shall not be obligated to defend any **Claim** after the Limit(s) of Liability has been exhausted pursuant to Clause 6 Limit of Liability. The **Insured(s)** shall give the Insurer full cooperation and such information as it may reasonably require.

**The Insureds shall not admit or 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. Only those settlements, stipulated judgments and Defense Costs which have been consented to by the Insurer shall be recoverable as Loss under the terms of this Policy. The Insurer's consent shall not be unreasonably withheld and provided further that in all events the Insurer may withhold consent to any settlement, stipulated judgment or Defense Costs, or any portion thereof, to the extent such Loss is not covered under the terms of this Policy.**

If the Insurer recommends a settlement within this Policy's applicable Limit of Liability which is acceptable to the claimant (a "Settlement Opportunity"), and the **Insureds** consent to such settlement, then the applicable Retention amount shall be retroactively reduced by ten percent (10%) of the settlement amount but not more than \$2,500. In no event shall the Retention amount be reduced to less than zero. It shall be a condition to such reduction that the **Insureds** must consent to such settlement within thirty (30) days of the date the **Insureds** are first made aware of the Settlement Opportunity, or in the case of a Settlement Opportunity which arises from a settlement offer by the claimant, then within the time permitted by the claimant to accept such settlement offer, but in all events no later than thirty (30) days after the settlement offer was made.

However, if a Settlement Opportunity arises and the **Insureds** do not consent to the settlement within the time prescribed above, the Retention amount shall remain the applicable amount set forth in Item 3 of the Declarations even if consent is given to a subsequent Settlement Opportunity.

Furthermore, in the event the **Insureds** do not consent to the first Settlement Opportunity within the time prescribed above, then, subject to the Policy Aggregate Limit of Liability

**ENDORSEMENT**

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This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

and Separate Limit of Liability or Shared Limit of Liability, if any, the Insurer's liability for all Loss on account of such **Claim** shall not exceed (1) the amount for which the Insurer could have settled such **Claim** plus **Defense Costs** incurred as of the date such settlement was proposed in writing by the Insurer, ("Settlement Opportunity Amount") plus (2) 70% of covered **Loss** in excess of such Settlement Opportunity Amount subject to this Policy's other Limit of Liability. Notwithstanding the foregoing, this paragraph shall not apply until the Settlement Opportunity Amount exceeds the Retention amount stated in Item 3 of the Declarations.

Notwithstanding the foregoing, the **Insureds** shall be permitted to settle any **Claim** which settlement and all associated **Defense Costs** does not exceed the applicable Retention amount after applying the Settlement Opportunity rules set forth above (if applicable).

Where legally permissible, if the Insurer recommends a binding arbitration which is acceptable to the claimant and the **Insured** consents to submit to such arbitration, then the applicable Retention amount shall be reduced by ten percent (10%) but not more than \$2,500.

There shall be no requirement for the **Organization** to obtain prior written approval of the Insurer before incurring any **Crisis Management Loss**, provided that the **Crisis Management Firm** selected by the **Organization** to perform the **Crisis Management Services** has been approved by the Insurer.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ITEM 2 OF THE DECLARATIONS AMENDED ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that Item 2 of the Declarations to the Policy is deleted in its entirety and replaced with the following:

<b>2</b>	<b>POLICY PERIOD:</b>	Inception Date:		Expiration Date:	
		12:01 A.M. at the address stated in Item 1			

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**CAPTIVE INSURANCE COMPANY EXCLUSION WITH SPECIFIC CAPTIVE CARVE-OUT  
AND SPECIFIC E&O EXCLUSION  
(NEW YORK ONLY)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payments for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** alleging, arising out of, based upon, or attributable to the ownership, management, maintenance and/or control by the **Organization** of any captive insurance company or entity, including, but not limited to, **Claim(s)** alleging the insolvency or bankruptcy of the **Organization** as a result of such ownership, operation, management and control.

Notwithstanding the foregoing, this exclusion shall not apply to the captive insurance company listed below (hereinafter referred to as "Captive(s)"):

**CAPTIVE INSURANCE COMPANY**

It is hereby further understood and agreed that the Policy is further amended as follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** or the **Organization** alleging, arising out of, based upon or attributable to any one or more of the following:

- (a) any refusal to renew or any cancellation of any policy of insurance, reinsurance, bonds or indemnity, including but not limited to, annuities, endowments, pension contracts and risk management self-insurance programs, pools or similar programs (hereinafter collectively referred to as "Insurance Contract");
- (b) any failure or refusal to pay, or delay in the payment of, benefits due or alleged to have been due under any Insurance Contract;

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

- (c) any lack of good faith or fair dealing in the handling of any **Claim** or obligation arising out of or under any Insurance Contract; or
- (d) alleging, arising out of, based upon, or attributable to any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation, or procedure as well as any and all **Claims** brought by any local, state or federal governmental body and/or any agency or subdivision thereof; provided, however, that the foregoing exclusion shall not apply to any **Employment Practices Claim(s)**.

For purposes of this Endorsement, the term "Captive Insurance Company Claim(s)" means any **Claim(s)** made against the above listed Captive(s) and/or any **Individual Insured(s)** thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**CAPTIVE INSURANCE COMPANY EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payments for **Loss** in connection with any **Claim(s)** made against any **Insured** alleging, arising out of, based upon or attributable to the ownership, management, maintenance and/or control by the **Organization** of any captive insurance company or entity, including but not limited to any **Claim(s)** alleging the insolvency or bankruptcy of the **Organization** as a result of such ownership, operation, management and control.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**COMMISSIONS EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured** alleging, arising out of, based upon or attributable to:

- (i) payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time domestic or foreign governmental or armed services officials, agents, representatives, employees or any members of their family or any entity with which they are affiliated; or
- (ii) payments, commissions, gratuities, benefits or any other favors to or for the benefit of any full or part-time officials, directors, agents, partners, representatives, members, principal shareholders, owners or employees, or affiliates (as that term is defined in the Securities Exchange Act of 1934, including any of their officers, directors, agents, owners, partners, representatives, principal shareholders or employees) or any customers of the Organization or any members of their family or any entity with which they are affiliated; or
- (iii) political contributions, whether domestic or foreign.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**ITEM 1 OF THE DECLARATIONS AMENDED ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that Item 1 of the Declarations to the Policy is deleted in its entirety and replaced with the following:

<b>1</b>	<b>NAMED ORGANIZATION:</b>	(the "Named Organization")	[REDACTED]
		MAILING ADDRESS:	[REDACTED]
		STATE OF INCORPORATION/FORMATION:	[REDACTED]

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ANTITRUST CLAIMS  
(SEPARATE RETENTION AND SUBLIMIT OF LIABILITY)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration for the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended as follows:

1. All coverage as is provided by this Policy for **Antitrust Claims** shall be subject to a Sub-Limit of Liability of \$XXXXX.
2. There shall be a Retention of \$XXXXX for all **Antitrust Claims**.
3. Solely with respect to this Endorsement, **Antitrust Claim(s)** means a **Claim** alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, antitrust violations, including any violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act or any similar federal, state or local statutes or rules, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**ANTITRUST CLAIMS  
(SUBLIMIT OF LIABILITY)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration for the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended as follows:

1. All coverage as is provided by this Policy for **Antitrust Claims** shall be subject to a Sub-Limit of Liability of \$**XXXXXX**.
2. Solely with respect to this Endorsement, **Antitrust Claim(s)** means a **Claim** alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, antitrust violations, including any violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act or any similar federal, state or local statutes or rules, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION  
FOR EXCESS LIMITS (WITH LIMITS AMENDED)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the \_\_\_\_\_ **Coverage Section(s)**.

In consideration of the premium charged, it is hereby understood and agreed that the Limit of Liability of the following **Coverage Section(s)** as stated in Item 3(A) of the Declarations is hereby deleted and replaced as follows:

<u>Coverage Section</u>	<u>Limit of Liability</u>
-------------------------	---------------------------

It is further understood and agreed that, with respect to \$ \_\_\_\_\_ excess of \$ \_\_\_\_\_ of the Limit of Liability stated above, the Insurer shall not be liable for any **Loss** in connection with any **Claim(s)** made against any **Insured(s)**:

- (a) alleging, arising out of, based upon or attributable to any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an **Insured** had notice, or alleging any **Wrongful Act** which is the same or **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;
- (b) alleging any **Wrongful Act** occurring prior to if any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**SPECIFIC INDIVIDUAL EXCLUSION  
(CLAIMS BROUGHT BY OR AGAINST)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the General Terms and Conditions.

In consideration of the premium charged, it is hereby understood and agreed that the Insurer shall not be liable for any **Loss** in connection with any **Claim(s)** brought by or on behalf of or against the following individuals:

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**SPECIFIC CLAIMS EXCLUSION (ART)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of exclusions (b) or (c) of this Policy, the Insurer shall not be liable for any **Loss** in connection with any **Claim(s)** (including, but not limited to, any derivative, member or representative class actions), made against any **Insured(s)** alleging, arising out of, based upon or attributable to the following claim(s)/litigation(s), or alleging the same or essentially the same facts or the same **Wrongful Act(s)** or **Related Wrongful Act(s)** alleged or contained in the following claim(s)/litigation(s):

the consulting, origination, authentication, appraisal or validation, of any art work or any reproduction of any art work.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**SPECIFIC ENTITY EXCLUSION  
(CLAIMS BROUGHT BY OR AGAINST)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions is amended follows:

The Insurer shall not be liable for any **Loss** in connection with any **Claim(s)** brought by or on behalf of or against the following entity(ies):

1. (including any subsidiary or **Affiliate** thereof)
2. (including any subsidiary or **Affiliate** thereof)
3. (including any subsidiary or **Affiliate** thereof)
4. (including any subsidiary or **Affiliate** thereof)

and/or any director, officer, trustee, trustee emeritus, executive director, department head, committee member, staff or faculty member, security holder, member, employee or volunteer thereof; or by any security holder or member of such entity, whether directly or derivatively, unless such **Claim(s)** is instigated and continued totally independent of, or without the intervention of the entities listed above or any director, officer, trustee, trustee emeritus, executive director, department head, committee member, staff or faculty member, employee or volunteer thereof.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**SUBSIDIARY - ADDITION TO THE DEFINITION OF SUBSIDIARY**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the General Terms and Conditions.

In consideration of the premium charged, it is hereby understood and agreed that the definition of **Subsidiary** is hereby amended to include the following entity(ies), subject to such **Subsidiaries** respective Continuity Date.

SUBSIDIARY	CONTINUITY DATE

In all events, coverage as is afforded under this Endorsement shall only apply for **Wrongful Acts** committed or allegedly committed after the respective entity's Continuity Date and prior to the time that the Named Organization ceases to own at least a % ownership interest in such entity.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**DEFAMATION SUB-LIMIT OF LIABILITY**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the D&O **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that all coverage provided by this Policy with respect to subparagraph 4(ii) of the definition of **Wrongful Act** in the D&O **Coverage Section** shall be subject to a Sub-Limit of Liability of \$**XXXXX**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**FEDERAL IMMIGRATION AND NATIONALITY ACT CLAIMS COVERAGE  
(WITH SUBLIMIT)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that Clause 3. **EXTENSIONS** of the D&O **Coverage Section** is amended by adding the following paragraph to the end thereof:

Subject otherwise to the terms of this Policy, **Loss** shall also include, to the extent insurable under applicable law, any monetary fine or penalty assessed against any **Insured** not previously subject to an order under Title 8, USC, for negligent or vicarious violation of USC Title 8, the Federal Immigration and Nationality Act (hereinafter "FINA").

All coverage under this Endorsement and this Policy shall be void *ab initio* as to any **Insured** as to whom a final judgment has been made that such **Insured** "knowingly and willfully" violated FINA or engaged in a "pattern and practice" of such violation (as defined in FINA).

**Loss** shall specifically exclude any forfeiture of property or vehicles or any **Loss** arising out of or related to any private right of action (RICO, injunctive or otherwise) under Title 8, USC, including any **Defense Costs** relating thereto.

It is further understood and agreed that all coverage as is provided by this Endorsement shall be subject to a Sub-Limit of Liability in the amount of **XXXXX**.

Any coverage provided under this Policy is subject to any limitation of such coverage provided by state law, if applicable.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

## PAC ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The coverage as is afforded under this Policy to the **Named PAC** listed below shall not apply to any **Claim** against the **Insureds**:

- (a) wherein the **Insured** is adjudged to have knowingly and willfully violated the Federal Election Campaign Act of 1971, Chapters 95 or 96 of the Internal Revenue Code of 1954, or any amendments thereto or similarly statutory law of the United States of America, of any state or jurisdiction therein; or
- (b) alleging, arising out of, based upon or attributable to libel or slander.

It is further understood and agreed that solely for the purposes of the coverage provided by this Endorsement, the definition of **Wrongful Act** in the D&O **Coverage Section** is deleted and replaced with the following:

**Wrongful Act** means the violation or alleged violation of responsibilities, obligations or duties imposed by the Federal Election of Campaign Act of 1971, Chapter 95 or 96 of the Internal Revenue Code of 1954 or amendments thereto or similarly statutory law of the United States of America, of any state or jurisdiction therein with respect to the **Named PAC**.

It is further understood and agreed that the following definition is added to the General Terms and Conditions:

**Application** means the following specific documents issued or filed by the **Named PAC**, whether furnished directly to the Insurer or indirectly to the Insurer from public sources available to the Insurer:

The **Named PAC's**:

- (a) Latest FEC 3X Form;
- (b) Latest interim financial statements available;

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

- (c) Latest sponsor Financial Statement available;
- (d) Latest IRS Form 1120-POL.

It is further understood and agreed that the Insurer has relied upon the statements and representations contained in the **Application** (including materials submitted thereto and, if this is a renewal **Application**, all such previous policy **Applications** for which this Policy is a renewal) as being accurate and complete. All such statements and representations shall be deemed to be material to the risk assumed by the Insurer, are the basis of this endorsement and are to be considered as incorporated into this Policy.

It is further agreed that the **Insureds** shall, if the information supplied in any Political Action Committee Insurance application or in connection with any requests by the Insurer in connection with such insurance applications have changed between the effective date of the first Political Action Committee Insurance application provided by the **Insured** to the Insurer and the effective date of this coverage, the **Insured** will, in order for the information to be accurate on the effective date of this coverage, immediately notify the Insurer of such changes, and the Insurer may modify, change or nullify any and all terms and conditions of this Policy. Failure to provide such notification on a timely basis to the Insurer shall render this Policy null and void ab initio ("from the beginning").

**Named PAC**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ACCREDITATION AND PEER REVIEW CLAIMS  
(SUBLIMIT OF LIABILITY – SEPARATE RETENTION)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

1. All coverage as is provided by this Endorsement shall be subject to a Sub-Limit of Liability of \$XXXXX.
2. There shall be a Retention of \$ [REDACTED] for all **Peer Review Claims**.
3. Solely with respect to this Endorsement, **Peer Review Claim(s)** means a **Claim** alleging an act, error or omission occurring in the accreditation, peer review or discipline of members of the **Organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### **ACCREDITATION AND PEER REVIEW CLAIMS (SEPARATE RETENTION)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

1. There shall be a Retention of \$                      for all **Peer Review Claims**.
2. Solely with respect to this Endorsement, **Peer Review Claim(s)** means a **Claim** alleging an act, error or omission occurring in the accreditation, peer review or discipline of members of the **Organization**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy  
No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

**CONTINUITY DATE – EXCESS LIMITS**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that with respect the D&O **Coverage Section**, Item 3(A) of the Declarations entitled CONTINUITY DATES is hereby deleted in its entirety and replaced with the following:

CONTINUITY DATES:

**A.**

- (i) Coverages A and B for the first \$X,000,000 of the applicable Limit of Liability: \_\_\_\_\_
- (ii) Coverage A and B for the \$X,000,000 in excess of the \$X,000,000 of the applicable Limit of Liability: \_\_\_\_\_

**B.**

- (i) Coverage C for the first \$X,000,000 of the applicable Limit of Liability \_\_\_\_\_
- (ii) Coverage C for the \$X,000,000 in excess of the \$X,000,000 of the applicable Limit of Liability \_\_\_\_\_

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ENDORSEMENT DELETED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that Endorsement #XX is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**NAMED ORGANIZATION AMENDED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that ITEM 1 of the Declarations is deleted in its entirety and replaced with the following:

<b>ITEMS</b>	
<b>1 NAMED ORGANIZATION:</b>	(the "Named Organization")
	<b>MAILING ADDRESS:</b>
<b>STATE OF INCORPORATION/FORMATION:</b>	

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ANTITRUST CLAIMS  
(SEPARATE RETENTION; SUBLIMIT OF LIABILITY AND COINSURANCE)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

1. All coverage as is provided by this Endorsement shall be subject to a Sub-Limit of Liability of \$**XXXXXX**.
2. There shall be a Retention of \$**XXXXXX** for all **Antitrust Claims**.
3. Solely with respect to this Endorsement, **Antitrust Claim(s)** means a **Claim** alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, antitrust violations, including any violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act or any similar federal, state or local statutes or rules, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies.
4. Solely with respect to **Antitrust Claims**, it is hereby understood and agreed that the following Clause is hereby added to this Policy:

With respect to: (1) **Indemnifiable Loss**; and (2) **Loss** of the **Organization**, the Insurer shall be liable to pay **XX**% of **Loss** excess of the applicable Retention amount described in Declarations up to the Sub-limit of Liability described in 1 above, it being a condition of this insurance that the remaining **XX**% of each and every **Loss** shall be carried by the **Organization** and the **Insureds** at their own risk and be uninsured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION  
FOR EXCESS LIMITS**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement modifies the following **Coverage Section(s)**: \_\_\_\_\_

In consideration of the premium charged, it is hereby understood and agreed that with respect to \$ \_\_\_\_\_ excess of \$ \_\_\_\_\_ of the Limit of Liability stated in the Declarations, the Insurer shall not be liable for any **Loss** in connection with any **Claim(s)** made against any **Insureds**:

(a) alleging, arising out of, based upon or attributable to any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an **Insured** had notice, or alleging any **Wrongful Act** which is the same or **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation; or

(b) alleging any **Wrongful Act** occurring prior to \_\_\_\_\_ if the **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under the limit of liability \$ \_\_\_\_\_ excess of \$ \_\_\_\_\_.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**PUNITIVE DAMAGES**  
**(SUB-LIMIT OF LIABILITY)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that with respect to the coverage provided under any **Coverage Section** of this Policy for punitive or exemplary damages or the multiplied portion of multiplied damages (if any), such coverage shall be subject to a Sub-Limit of Liability of \$XXXXX.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

### **SEXUAL MISCONDUCT COVERAGE WITH SUBLIMIT AND SEPARATE RETENTION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

This Policy shall provide coverage for **Claims** alleging, arising out of, or in any way related to allegations of **Sexual Misconduct**.

1. Such coverage as is afforded by this Endorsement shall only apply with regard to the supervisory management or vicarious liability of those **Insureds** who are not alleged to have participated in such **Sexual Misconduct**.
2. Multiple occurrences of **Sexual Misconduct** by the same alleged actor or interrelated group of actors shall be treated as one occurrence and a single **Claim** for policy purposes, regardless of the number of acts, actors or victims involved.
3. The Following Sub-Limits of Liability shall apply:
  - a) In the event that all alleged actors or abusers were prescreened by the Organization prior to service to the Organization by the use of a criminal background check, child abuse conviction listing or other similar law enforcement procedure, the Sub-Limit of Liability shall be equal to \_\_\_% of the Limit of Liability as stated in the Declarations.
  - b) In the event that the any alleged actor or abuser was not prescreened in the above manner, the Sub-Limit of Liability shall be equal to \_\_\_% of the Limit of Liability as stated in the Declarations.
4. Such coverage as provided by this Endorsement shall be strictly excess to, and shall not contribute with, any coverage provided by any other Insurance, including but not limited to General or Professional Liability Insurance.
5. Such coverage as provided by this Endorsement shall be subject to a separate Retention in the amount of \$\_\_\_\_\_.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

6. Such coverage as is provided by this Endorsement shall apply only to **Claim(s)** alleging **Wrongful Acts** which only occur on or after \_\_\_\_\_.
7. For purposes of this Endorsement, **Sexual Misconduct** shall mean any licentious, immoral or sexual behavior intended to lead to or culminating in any sexual act, or the molestation of a child or children.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

### ALTERNATE APPLICATION RELIANCE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the General Terms and Conditions.

In consideration of the premium charged, it is hereby understood and agreed that this Policy is issued in reliance upon the accuracy of the statements made and materials furnished by the Named Organization and **Subsidiaries**, if any, in connection with the below listed application(s) (hereinafter "Alternate Applications").

It is further understood and agreed that by furnishing such Alternate Application(s) the signatory to such Alternate Application and the Named Organization warrant the accuracy of such statements made therein and materials furnished therewith to the same extent and subject to the same terms and conditions as if a corresponding AIG Application had been executed.

It is further understood and agreed that this Policy is also issued in reliance upon any materials furnished to the Insurer including all prior insurance applications or requests, and all statements made and materials incorporated in the following specific documents issued or filed by the Named Organization whether furnished directly to the Insurer or indirectly to the Insurer from public resources available to the Insurer at the time this Policy inception:

1. The **Organization's** audited annual report(s) or audited financial statements;
2. The **Organization's** interim financial statements;
3. The **Organization's** indemnification provisions (and contracts, if any)
4. The **Organization's** Federal and State Tax Returns (if any).

#### ALTERNATE APPLICATION(S)

- 1)
- 2)
- 3)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### **SOCIAL SERVICES ORGANIZATION AMENDATORY**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions and the D&O and EPL **Coverage Sections** are amended follows:

#### **1. DEFINITIONS AMENDED**

- A. The definition of **Individual Insured(s)** in the D&O and EPL **Coverage Sections** are amended to include the following at the end thereof:

**Individual Insured(s)** shall also include any past, present or future member of the faculty, student teacher, teaching assistant, representative to an education association of which the Organization is a member, and any president, regent, chancellor, provost, treasurer, vice-president, dean, personnel director, governor, executive director, risk manager, university counsel, or other comparable senior administrator of the **Organization**, regardless of whether they are considered as an **Employee** of the **Organization** or as an independent contractor. **Individual Insured(s)** shall also include any administrator, association member, member manager or alumni council member of the **Organization**.

**Individual Insured(s)** shall also include any past, present or future member of any duly constituted committee ("Committee Member"); any individual person engaged by a duly constituted committee for purposes of providing an expert opinion with regard to peer review or credentialing decision concerning an individual physician ("Outside Expert"); any individual in charge of any operational department ("Department Head") or any medical director, privacy compliance officer, staff physician or faculty member of the **Organization**, regardless of whether or not such person is directly employed by the **Organization** or is considered to be an independent contractor.

#### **B. EMTALA COVERAGE**

- a. The definition of **Claim(s)** is amended to include the following:

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**Claim** shall also mean a civil lawsuit alleging a violation pursuant to the Emergency Medical Treatment and Active Labor Act ("EMTALA"), 42 U.S.C., 1396dd *et seq.*, and any similar state or local statute (herein "EMTALA Claim(s)").

- b. The definition of **Loss** is amended to include coverage for civil fines and penalties assessed pursuant to an EMTALA Claim.
  - c. Coverage as is provided for EMTALA Claims under this Endorsement shall be subject to a Sub-Limit of Liability of \$150,000.
- C. Subparagraph 4(viii) of the definition of **Wrongful Act** in the D&O **Coverage Section** is deleted in its entirety and replaced with the following:
- any alleged defects in peer review, credentialing or the tenure process, including the denial or removal of tenure, educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance or counseling, improper or inappropriate academic placement or discipline, failure to grant due process, invasion of privacy or humiliation, including violation of the Buckley Amendment, the "Uniform Student Freedom of Expression Act" if adopted by any applicable jurisdiction; or the publication of defamatory material in a book, newspaper or other publication of the **Organization**.
- D. The definition of **Wrongful Act** of the D&O **Coverage Section** is amended by deleting subparagraph 4(i) thereof in its entirety.

## 2. DEFINITIONS ADDED

Clause 3. **DEFINITIONS** of the General Terms and Conditions is amended by adding the following Definition to the end thereof:

**IRB Member** shall mean any individual person member of a duly constituted Institutional Review Board of the Named Organization. For purposes of this definition, an Institutional Review Board shall mean that duly constituted body empowered by the Named Organization to review and adopt procedure and protocols relating to Human Clinical Trials.

## 3. AMENDMENTS TO EXCLUSIONS

- A. Exclusion (e) of the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement; or
- (2) **Defense Costs** of any **Individual Insured(s)**;
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** with respect to hospital practice privileges, credentialing or peer review matters; or
- (4) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

B. Exclusion (h) of the D&O **Coverage Section** is deleted in its entirety and replaced by the following:

alleging, arising out of, based upon or attributable to the **Insured(s)** performance or rendering of or failure to perform or render medical or other professional services or treatments for others; provided, however, that this exclusion shall not apply to:

- (1) **Employment Practices Claims** or to **Claims for Non-Employment Discrimination**;
- (2) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** peer review or credentialing processes;
- (3) **Claims** alleging **Wrongful Acts** in the provision of or failure to provide educational services by the **Organization**, provided however, that educational services shall not be deemed to include the provision of services by students to a third party.

C. Exclusion (b) of the EPL **Coverage Section** is deleted in its entirety and replaced by the following:

## ENDORSEMENT

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This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement; or
- (2) **Defense Costs** of any **Insured(s)**;
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** with respect to hospital practice privileges, credentialing or peer review matters; or
- (4) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

D. The following additional exclusions are added to the end of Clause 5. **EXCLUSIONS** of the D&O **Coverage Section**:

- (i) alleging, arising out of, based upon or attributable to any failure or omission on the part of the **Insured(s)** or the **Organization** to effect or maintain adequate insurance; alleging, arising out of, based upon, attributable to any failure or omission on the part of the **Insured(s)** or the **Organization** to effect or maintain adequate insurance; provided, however, solely with respect to any duly elected or appointed directors, officers or trustees of the **Organization**, this exclusion shall not apply to **Non-Indemnifiable Loss**.

Covered **Non-indemnifiable Loss** as is provided in this exclusion shall be subject to a Sub-Limit of Liability of \$**xxxxxxx**

- (ii) alleging, arising out of, based upon or attributable to any Human Clinical Trial; provided, however, that this exclusion shall not apply to **Employment Practices Claims** made by an **IRB Member**. For purposes of this exclusion "Human Clinical Trial" shall mean any study utilizing humans to provide clinical data for the assessment of a medical treatment, procedure or pharmaceutical.
- (iii) the Insurer shall not be liable to make any payment for Loss in connection with any **Claim(s)** (including but not limited to any derivative or representative

## ENDORSEMENT

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This endorsement, effective 12:01 a.m.

forms a part of Policy

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class actions) made against any **Insured(s)** alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly any **Sexual Misconduct**, child abuse or neglect, including but not limited to the employment, supervision, reporting to the proper authorities, failure to so report or retention of any person.

**Sexual Misconduct** means any licentious, immoral or sexual behavior, sexual abuse, sexual assault, or molestation intended to lead to or culminating in any sexual act against any individual(s).

- (iv) alleging, arising out of, based upon or attributable to the ownership, management, maintenance and/or control by the **Organization** of any captive insurance company or entity, including but not limited to any **Claim(s)** alleging the insolvency or bankruptcy of the **Organization** as a result of such ownership, operation, management and control.
- (v) alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly, antitrust violations, including any violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act, or any similar federal, state, or local statutes or rules, price fixing, price discrimination, unfair competition, deceptive trade practices and/or monopolies.

### 5. ADDITIONAL CLAUSE

- A. The following clause is added to the General Terms and Conditions.

#### RELIANCE

This Policy is issued in reliance upon the accuracy of the statements made and materials furnished to the Insurer by the Named Organization in connection with all Not-For-Profit Organization and/or Directors and Officers and/or Trustees Insurance applications or requests furnished to the Insurer including all prior insurance applications or requests, and all statements made and materials incorporated in the following specific documents issued or filed by the Named Organization whether furnished directly to the Insurer or indirectly to the Insurer from public resources available to the Insurer at the time this Policy inception:

1. The **Organization's** audited annual report(s) or audited financial statements;
2. The **Organization's** interim financial statements;

**ENDORSEMENT**

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This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

3. The **Organization's** indemnification provisions (and contracts, if any).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**DONOR DISPUTE ARBITRATION COVERAGE WITH SUBLIMIT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The following is added to Clause 3. **EXTENSIONS:**

**DONOR DISPUTE ARBITRATION FUND**

Subject otherwise to the terms of this Policy, **Loss** shall not include the return of funds which were received as a donation from any third party; provided, however, that with regard to **Claims** for **Wrongful Acts** arising out of the return, or request to return such funds, where such donation is in excess of \$xxxxx and has been reported by the Named Organization as a Restricted Asset in its audited financial statement, this Policy shall provide a fund in the amount of \$xxxxx (hereinafter "Donor Dispute Arbitration Fund") to defray the costs of binding arbitration of the matters between said donor and the Named Organization, conditioned upon the written agreement of both parties to enter such arbitration.

The Donor Dispute Arbitration Fund shall not be a part of, and shall be in excess to, the Limit of Liability stated in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**INDIVIDUAL LABOR LEADER COVERAGE**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the additional premium of \$ \_\_\_\_\_, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The Insurer will reimburse to each of the **Individual Named Insured(s)** listed below a maximum limit of liability of \$50,000 for the following:

1. (a) **Defense Costs** arising out of any **Claim(s)** made against the **Individual Named Insured** for a **Wrongful Act(s)** in his/her capacity as an **Employee** of the Named Organization asserting civil and, to the extent, if any, insurable under the law, criminal liability based on any alleged violation of the Landrum-Griffin Act, the Wagner Act or related State or Federal Labor Law statues and which would otherwise be excluded under Exclusion 5(a) or (b) of the General Terms and Conditions of this Policy or Exclusions (iv) or (v) as specified in the LABOR UNION ENDORSEMENT. Such reimbursement of **Defense Costs** shall be paid as follows:

(1) A maximum of \$25,000 will, upon written request be reimbursed, on a quarterly basis (maximum of \$6,250 per quarter) during the pendency of such **Claim(s)**;

(2) Any **Defense Costs** reimbursement remaining from the above \$50,000 limit of liability shall be paid only in the event of a **Favorable Termination**, as hereinafter defined;

(b) In the event that such a **Claim** is made against more than one **Individual Named Insured**, the maximum amount the Insurer shall be obligated to reimburse shall be no more than \$150,000 in the aggregate which reimbursement shall be paid proportionately in accordance with the provisions of Section I(a) (1) and (2) hereof; and

(c) The above limit of liability are subject to a retention amount of \$2,500 per **Claim** for each of the **Individual Named Insureds** up to a maximum of \$5,000 per **Claim** for all such **Individual Named Insureds** for whom this additional coverage is purchased.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy  
No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

2. **Favorable Termination** of a **Claim(s)** is hereby defined as either:

- (a) Dismissal of, or written agreement to abandon or cease such **Claim** be the part asserting it, without any payment of any amounts to the party asserting such, or to any other party at the direction, request or for the benefit of, the party asserting such **Claim**; or
- (b) A final adjudication of such **Claim(s)** in favor of the **Individual Named Insured**.

3. It is further understood and agreed that:

- (a) The limit of liability set forth herein shall apply only to the coverage provided in this Endorsement and shall in no way be deemed to increase the limit of liability set forth in Item 3 of the Declarations; and
- (b) The Insurer assumes no obligation to advance **Defense Costs** for the coverage provided herein except as provided in Section I(a)(1) hereof.

4. It is further understood and agreed that coverage hereunder, shall not apply to:

- (a) Any **Claim** against the **Individual Named Insured(s)** by the Named Organization;
- (b) Any **Claim** by one or more **Individual Named Insured(s)** against any other **Individual Named Insured(s)**, unless such **Claim** could have been brought by a bargaining unit member; or
- (c) Any **Claim** under a Labor Organization Bond.

**Individual Named Insured(s):**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**BROADCASTING LIABILITY EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any Insured(s) alleging, arising out of, based upon or attributable to broadcasting, telecasting, advertising, re-broadcasting and re-televising, disbursement of broadcasting revenue, selection of games for broadcasting, and contracts related to broadcasting, as well as activities incidental thereto, including but not limited to **Claim(s)** alleging plagiarism; infringement of copyright, patent, title or slogan; piracy, unfair competition or idea misappropriation under an implied contract; false arrest, detention, imprisonment or malicious prosecution; wrongful entry, eviction or other invasion of the right of private occupancy; the publication or utterance of a libel or slander or of defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.

It is further understood and agreed that subparagraphs 4(ii)-(vi) of the Definition of **Wrongful Act** are hereby deleted.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**GOVERNMENTAL FUNDING EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The Insurer shall not be responsible for payment of any **Loss** for any **Claim** which results from, arises out of, or is in any way related to any funds which were received by any **Insured** from any federal, state or local governmental agency and any interest, fines or penalties arising out of the return of such funds, including but not limited to any criminal prosecution, audit, setoff or demand to return such funds.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**SPONSORED SERVICES EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The Insurer the Insurer shall not be liable to make payment for **Loss** in connection with any **Claim** made against an **Insured** for any educational or healthcare services which are provided or sponsored by any **Organization**, including but not limited to those provided or sponsored by any high schools, colleges, universities, seminaries, clinics or hospitals.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**TRADING ACTIVITIES EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The insurer shall not be liable to make payment for any **Loss** arising out of or for any **Claim** alleging, arising out of, or in any way related to any action of the **Insured(s)** in maintaining a market in, or trading in, or advising any other persons or entity(ies) regarding the trading in futures of, future deliveries of, or any similar product involving any commodity(ies).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**DEFAMATION EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that Clause 4. **EXCLUSIONS** of the D&O **Coverage Section** is amended by appending the following to the end thereof:

alleging, arising out of, based upon or attributable to libel, slander, defamation or publication or utterance in violation of an individual's right of privacy, provided however, this exclusion shall not apply to **Claims** brought by **Employees** of the **Organization**.

It is further understood and agreed that subparagraph 4(b) of the definition of **Wrongful Act** in the D&O Coverage Section is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ANTITRUST EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended as follows:

The definition of **Wrongful Act** is amended by deleting subparagraph (4), subsection (i) thereof in its entirety.

In consideration of the premium charged, it is hereby further understood and agreed that the following exclusion is added to Clause 5. **EXCLUSIONS** of the General Terms and Conditions:

alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, antitrust violations, including any violation of the Sherman Antitrust Act, the Clayton Act, the Robinson-Patman Act or any similar federal, state or local statutes or rules, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**BONDHOLDER EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

**BONDHOLDER EXCLUSION**

In consideration of the premium charged, it is hereby understood and agreed that Exclusion (f) of the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

- (f) alleging, arising out of, or in any way relating to any purchase or sale of securities by the Named Organization, **Subsidiary** or **Affiliate** or **Claims** brought by securities or bond holders of the **Organization** in their capacity as such.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**DEVELOPMENT EXCLUSION ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended as follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** alleging, arising out of, based upon or attributable to any **Insured(s)**' performance of or failure to perform the installation of any infrastructure on property under their control, including but not limited to water, sewerage, electric facilities, grading, snow removal or roadwork.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**FAILURE TO MAINTAIN INSURANCE EXCLUSION  
WITH CARVEOUT FOR NON-INDEMNIFIABLE LOSS**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended as follows:

The Insurer shall not be liable for any **Loss** in connection with any **Claim(s)** made against any **Insured** alleging, arising out of, based upon, attributable to any failure or omission on the part of the **Insureds** or the **Organization** to effect or maintain adequate insurance; provided, however, that this exclusion shall not apply to **Non-Indemnifiable Loss** arising from a **Claim** alleging damage to the **Organization** or its securities holders or members, other than **Non-Indemnifiable Loss** arising out of or related to physical injury, sickness or disease (including emotional distress or mental anguish), including death resulting therefrom.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**FAILURE TO MAINTAIN INSURANCE EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended as follows:

The Insurer shall not be liable for any **Loss** in connection with any **Claim(s)** made against any **Insured** alleging, arising out of, based upon, attributable to any failure or omission on the part of the **Insureds** or the **Organization** to effect or maintain adequate insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**FIRST AMENDMENT COVERAGE ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended as follows:

Clause 2. **DEFINITIONS** is hereby amended by adding the following to subparagraph (4) of the definition of **Wrongful Act**:

- (5) statements or actions involving interpretation of the First Amendment to the United States Constitution or any similar portion of any state constitution, including but not limited to statements or actions regarding religious activities, censorship, immunization or curriculum content.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ACCREDITATION EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended as follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with a **Claim** made against an **Insured** alleging, arising out of, based upon or attributable to the **Insured's** failure to receive or maintain accreditation for any course of study offered or for any credentialing of individuals or any peer review of individuals for the purpose of receiving or maintaining accreditation.

It is hereby further agreed that subparagraph (4)(viii) of the definition of **Wrongful Act** is deleted.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**LIBRARY ACCESS COVERAGE ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended as follows:

1. The definition of **Claim** is amended by adding the following:  
any demand by any third party for injunctive relief to challenge, prevent or limit:
  - a) the distribution of any book or other written material by the **Organization**;
  - b) the presentation on its' premises of any event by the **Organization**; or
  - c) the **Organization** policies and procedures regarding internet access availability from its' premises;
  
2. The definition of **Wrongful Act** is amended by adding the following to subparagraph 4 thereof:  
any alleged violation of the Open Public Meetings Act, Sunshine Law or similar state or local statute or law;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**PROFESSIONAL ERRORS & OMISSIONS EXCLUSION  
(DERIVATIVE CLAIMS CARVE-OUT)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** alleging, arising out of, based upon or attributable to any **Insured(s)**' performance of or failure to perform professional services for others for a fee, or any act(s), error(s) or omission(s) relating thereto.

Notwithstanding the foregoing, it is further understood and agreed that this Endorsement shall not apply to any derivative **Claim(s)** made on behalf of the **Organization** by a member, an attorney general or any other such representative party alleging failure to supervise those who performed or failed to perform such professional services, provided that such derivative **Claim(s)** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of, any **Organization** or any **Individual Insured**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**PROFESSIONAL ERRORS & OMISSIONS EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** alleging, arising out of, based upon or attributable to any **Insured(s)**' performance of or failure to perform professional services for others for a fee, or any act(s), error(s) or omission(s) relating thereto.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**REGULATORY EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

The Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured(s)** alleging, arising out of, based upon, or attributable to any violation(s) of any local, state or federal administrative or regulatory statute, code, rule or regulation or procedure as well as any and all **Claims** brought by any local, state or federal governmental body and/or any agency or subdivision thereof.

It is further understood and agreed that Clause 3, EXTENSIONS, is hereby deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**DELETE IRS FINES AND REGULATORY LEGISLATION FINES AND  
PENALTIES COVER ENDORSEMENT  
(NEW YORK ONLY)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

Extension 3(a) and Extension 3(c) are hereby deleted in their entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### NOT-FOR-PROFIT COUNTRY CLUB AMENDATORY

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O **Coverage Section** is amended follows:

- (a) The definition of **Subsidiary** in the General Terms and Conditions is hereby deleted in its entirety and replaced as follows:

**Subsidiary** means:

(1) any organization of which, on or before the inception of the **Policy Period**, the Named Organization, either directly or indirectly through one or more of its **Subsidiaries**: (a) owns interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the directors, trustees or management committee members; or (b) has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the organization, to elect, appoint or designate a majority of the general partners of a partnership that is formed as a limited partnership, or elect, appoint or designate a majority of the board of directors, trustees, management committee members or members of a management board of a limited liability corporation;

(2) automatically any not-for-profit organization which becomes a **Subsidiary** during the **Policy Period** and of which the book value of such entity's assets determined in accordance with Generally Accepted Accounting Principles ("GAAP") totals less than 35% of the similarly calculated assets of the Named Organization as of the inception date of the **Policy Period**; or

With regard to subparagraph (2) above, the Named Organization shall provide the Insurer with full particulars of the **Subsidiary** before the end of the **Policy Period**.

Any organization which becomes a **Subsidiary** during the **Policy Period** but which exceeds the asset limitations stated in subparagraph (2) above, shall be provided coverage under this Policy, but only upon the condition that within 90 days after the date of its becoming a **Subsidiary**, the Named Organization shall have provided the Insurer with full particulars of the new **Subsidiary** and agreed to any additional

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy \_\_\_\_\_  
No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

premium or amendment of the provisions of this Policy required by the Insurer relating to such new **Subsidiary**. Further, the coverage as shall be afforded to the new **Subsidiary** is conditioned upon the Named Organization paying when due any additional premium required by the Insurer relating to such new **Subsidiary**.

An organization becomes a **Subsidiary** when the Named Organization owns more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of the directors, trustees or management committee members, either directly or indirectly through one or more of its **Subsidiaries**, or has the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the organization, to elect, appoint or designate a majority of the general partners of a partnership that is formed as a limited partnership, or elect, appoint or designate a majority of the board of directors, trustees, management committee members or members of a management board of a limited liability corporation, either directly or indirectly through one or more of its **Subsidiaries**.

In all events, such coverage as is afforded under this Policy with respect to a **Claim** made against any **Subsidiary**, or any **Individual Insured** of a **Subsidiary**, shall only apply for **Wrongful Acts** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.

**Subsidiary** shall not include any **PAC**.

(b) Subparagraph 4(vii) of the definition of **Wrongful Act** in the **D&O Coverage Section** is deleted in its entirety and replaced with the following:

(vii) mismanagement of club assets;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**NON-EMPLOYMENT DISCRIMINATION CLAIMS  
(SUBLIMIT)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that with respect to the EPL **Coverage Section**, the coverage as is provided for all **Loss** in the aggregate arising from all **Claims** alleging **Non-Employment Discrimination** shall be the Sub-Limit of Liability of \$**XXX**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy \_\_\_\_\_

No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

**SEPARATE RETENTION FOR EPLI AND CLASS ACTION CLAIMS ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration for the premium charged, it is hereby understood and agreed that, with respect to the EPL **Coverage Section**, this Policy is amended as follows:

<b>3 COVERAGE SUMMARY</b>						
<b>A</b>	<b>Liability Coverage Section</b>	<b>Separate Limit of Liability</b>	<b>Shared Limit of Liability</b>	<b>Retention*</b>	<b>Continuity Date</b>	<b>Premium</b>
	<b>EPL Employment Practices</b>	\$	\$	Class Action Claims: Other Claims Alleging Non-Employment Discrimination: \$ All Other Claims: \$		\$

For purposes of this Endorsement only, the following definition shall apply:

**Class Action Claim** means any judicial proceeding brought or filed originally as, or amended at any time seeking certification as a class action whether or not such action is actually certified.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**CLAIM DEFINITION AMENDED  
(EXCLUDE EEOC)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that with respect to the EPL **Coverage Section**, the definition of **Claim** is deleted in its entirety and replacing it with the following:

**Claim** means:

- (1) a written demand for monetary relief or non-monetary relief (including any request to toll or waive any statute of limitations);
- (2) a civil (including an arbitration), criminal, regulatory or administrative proceeding for monetary relief or non-monetary relief which is commenced by :
  - (i) service of a complaint or similar pleading; or
  - (ii) receipt or filing of a notice of charges.

Notwithstanding the foregoing, in all events, the term **Claim** shall exclude an Equal Employment Opportunity Commission ("EEOC") (or similar state, local or foreign agency charged with addressing employee discrimination matters) proceeding or investigation commenced by the filing of a notice of charges, service of a complaint or similar document; provided, however, that the term **Claim** shall include any civil lawsuit brought or maintained by the EEOC (or similar state, local or foreign agency charged with addressing employee discrimination matters).

However, in no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy  
No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

**SCHEDULE OF SUBSIDIARIES AND SUBLIMITS OF LIABILITY ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions and the D&O **Coverage Section** are amended as follows:

The definition of **Organization** is deleted in its entirety and replaced by the following:

**Organization** means: (1) the Named Organization designated in Item 1 of the Declarations; and (2) only such **Subsidiaries** of the Named Organization as are listed by endorsement to this Policy, subject to such **Subsidiary's** respective Continuity Date.

Coverage as is provided for any **Subsidiary** listed below shall be subject to the Sub-Limit(s) of Liability indicated below.

**SCHEDULE OF SUBSIDIARIES:**

<b>Entity</b>	<b>Sub-Limit of Liability</b>	<b>Continuity Date - Coverages A and B:</b>	<b>Continuity Date - Coverage C:</b>

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### RELIGIOUS AMENDATORY

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions and the D&O **Coverage Section** are amended as follows:

#### I. AMENDMENTS TO EXCLUSIONS CLAUSE

A. The following additional exclusions are added to the end of Clause 4. **EXCLUSIONS** of the D&O **Coverage Section**:

- (1) alleging, arising out of, based upon or attributable to any failure or omission on the part of the **Insureds** or the **Organization** to effect or maintain adequate insurance;
- (2) alleging, arising out of, based upon or attributable to, or in any way involving, directly or indirectly any **Sexual Misconduct**, child abuse or neglect, including but not limited to the employment, supervision, reporting to the proper authorities, failure to so report or retention of any person;

For purposes of this Exclusion, the term **Sexual Misconduct** means any licentious, immoral or sexual behavior, sexual abuse, sexual assault, or molestation intended to lead to or culminating in any sexual act against any individual(s);

- (3) for any educational or healthcare services which are provided or sponsored by the **Organization**, including but not limited to those provided or sponsored by any **Organization**, including but not limited to those provided or sponsored by any high schools, colleges, universities, seminaries, clinics or hospitals;

#### II. THE FOLLOWING CLAUSE IS HEREBY ADDED TO THE POLICY:

COORDINATION OF AIG LIMITS (NON-STACKING OF LIMITS)

With respect to any **Claim(s)** under this Policy for which coverage is provided by one or more other policies issued by the Insurer or any other member of the American International Group ("AIG"), (or would be provided but for the exhaustion of the limit of liability or the applicability of the retention amount or deductible or the failure of the

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**Insured(s)** to submit a notice of a **Claim**), the Limit of Liability provided by virtue of this Policy shall be reduced by the Limit of Liability provided by said other AIG policy.

Notwithstanding the above, in the event such other AIG policy contains a provision which is similar in intent to the foregoing paragraph, then the foregoing paragraph will not apply, but instead:

- 1) the Insurer shall not be liable under this Policy for a greater proportion of the loss than the applicable Limit of Liability under this Policy bears to the total limit of liability of all such policies, and
- 2) the maximum amount payable under all such policies shall not exceed the limit of liability of the policy which has the highest available limit of liability.

Nothing contained in this endorsement shall be construed to increase the Limit of Liability of this Policy.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### GOVERNMENT ENTITY INVESTIGATION COVERAGE

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions and the D&O **Coverage Section** are amended as follows:

The last paragraph of Clause 8(a) of the General Terms and Conditions is hereby deleted and replaced with the following:

**A Crisis Management Event and Government Entity Investigation** under the D&O **Coverage Section** and any matter which could involve the payment of **Voluntary Fiduciary Correction Loss** under the FLI **Coverage Section** shall be reported to the Insurer in the same manner as a **Claim** under Clause 8(a)(1) above. The terms of Clause 8(a)(2) shall also apply to any such **Crisis Management Event, Government Entity Investigation**, and matter involving **Voluntary Fiduciary Correction Loss**.

The following definitions apply to the coverage provided by this Endorsement:

**Costs of Investigation** means reasonable and necessary costs, charges, fees and expenses consented to by the Insurer (including, but not limited to, attorney's fees and expert's fees but not including any settlement, judgment or damages and not including any regular or overtime wages, salaries or fees of the **Individual Insureds**) incurred by the **Organization** (including its board of directors or any committee of the board of directors of the **Organization**) resulting solely from the investigation and defense of a **Governmental Entity Investigation**.

**Governmental Entity(ies)** means any third party government entities possessing the legal authority to conduct a regulatory investigation.

**Governmental Entity Investigation** means the investigation of an **Insured** by one of more **Governmental Entities** for an actual or alleged **Wrongful Act** commenced by a written notice from such **Governmental Entities** issued to such **Insured**.

The definition of **Loss** in the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

**Loss** means damages, judgments, settlements, pre- and post-judgment interest, **Defense Costs** and **Crisis Management Loss**; however, **Loss** shall not include: (1) any amount for which the **Insureds** are not financially liable or which are without legal recourse to the **Insureds**; (2) matters which may be deemed uninsurable under

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

the law pursuant to which this Policy shall be construed; (3) taxes or tax penalties (whether imposed by federal, state, local or other governmental authority); or (4) civil or criminal fines or penalties.

Subject to the other terms, conditions and exclusions of this Policy, **Loss** shall include **Defense Costs** for items specifically excluded from **Loss** pursuant to subparagraphs (1)-(4).

**Loss** shall specifically include **Defense Costs** for IRS Matters, **Excess Benefit Penalties**, **Individual Insured Regulatory Legislation Fines and Penalties and Costs of Investigation** as described in Clause 3. **EXTENSIONS** of this **Coverage Section**.

**Loss** shall also specifically include (subject to this Policy's other terms, conditions and limitations, including but not limited to Exclusion (a) of this **Coverage Section** and Exclusion (a) of the General Terms and Conditions) punitive, exemplary and multiple damages. Enforceability of this paragraph shall be governed by such applicable law which most favors coverage for punitive, exemplary and multiple damages. For purposes of such coverage, "applicable law" includes, but is not limited to, the following jurisdictions: (a) where the **Wrongful Act** actually or allegedly took place; (b) where the damages are awarded; (c) where the Named Organization resides, is incorporated or has its principal place of business; and (d) where the Insurer is incorporated or has its principal place of business.

The following paragraph is added to Clause 3. **EXTENSIONS** of the D&O **Coverage Section**:

**(d) Costs of Investigation Extension**

Subject otherwise to the terms of this Policy, **Loss** shall include **Costs of Investigation** of the **Organization** arising from a **Governmental Entity Investigation** first commenced against one or more **Insureds** during the **Policy Period** or the Discovery Period (if applicable) and reported to the Insurer pursuant to the terms of this Policy for any actual or alleged **Wrongful Act**.

The maximum limit of the Insurer's liability for **Costs of Investigation** arising from all **Governmental Entity Investigations** combined occurring during the **Policy Period** or the Discovery Period (if applicable), in the aggregate, shall be the Sub-Limit of Liability as set forth in the Declarations.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy \_\_\_\_\_  
No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

There shall be a Retention applicable to **Costs of Investigation** in the amount of \$ \_\_\_\_\_.

It shall be the duty of the **Organization** and not the duty of the Insurer to conduct, investigate and evaluate any **Governmental Entity Investigation** against the **Insured(s)**, provided that the Insurer shall be entitled to effectively associate in the investigation and evaluation, and the negotiation of any settlement, of any such **Governmental Entity Investigation**.

It is understood and agreed that the **Organization** shall be entitled to payment under this Extension as reimbursement of its covered **Costs of Investigation** 90 days after a final decision by the investigating **Governmental Entity** not to bring a civil proceeding against any **Insured** has been communicated to the **Insureds**. Provided, further, that such payment shall be subject to an undertaking by the **Organization**, in a form acceptable to the Insurer, that such reimbursement shall be paid back to the Insurer in the event the investigating **Governmental Entity** brings a **Claim**, before the expiration of the statute of limitations for such **Claim**, against any **Insured** alleging a **Wrongful Act** or underlying fact or circumstance which was the subject of the **Governmental Entity Investigation**. Payment of any **Costs of Investigation** under this Policy shall not waive any of the Insurer's rights under this Policy or at law.

The Exclusions in the General Terms and Conditions and the D&O **Coverage Section** apply to **Costs of Investigation**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### REINSTATEMENT OF LIMIT – EXCESS (STANDARD)

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O and EPL **Coverage Sections** are amended follows:

The Named Organization shall have the right to one Reinstatement of Limit option (hereinafter the "Option" or "Reinstated Limit") described below, subject to the terms of this endorsement.

The conditions for this reinstatement are as follows:

1. In the event that a **Claim** is reported to the Insurer during the Policy Period, then, at the written request of the Named Organization, the Insurer shall cause to issue to the Insured an excess policy which shall follow the form of this Policy except as described in this endorsement ("Reinstated Policy"). Coverage as is afforded by virtue of the Reinstated Policy shall be conditioned upon the Named Organization paying when due the additional premium set forth in paragraph 4. of this Endorsement.
2. The Reinstated Policy described in paragraph 1. above shall provide a Limit of Liability (Reinstated Limit) equal to the Limit of Liability set forth in Item 3. of the Declarations and shall be applicable to **Claims** under Insuring Clause A, B and C of this Policy.
3. The Policy Period for such Reinstated Policy shall incept on the date the written request set forth in paragraph 1. above is received by the Insurer and shall expire on the expiration date of the Policy Period of this Policy.
4. The additional premium to exercise the Reinstatement of Limits option shall be an additional premium amount to be determined by the Insurer in its sole and absolute discretion. The Remaining Pro-Rata Premium shall be determined by multiplying the Daily Premium by the Remaining Policy Period. The Daily Premium means the total Policy Period premium divided by the total number of days in the Policy Period. The Remaining Policy Period

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

means the number of days between the date the option is exercised and the expiration date of the Policy Period.

#### General Conditions

5. The earliest time that the reinstatement option may be exercised is the First Anniversary Date of this Policy. The First Anniversary Date shall mean the date at the end of the twelve (12) month period following the inception date of this Policy. The option may only be exercised after the reporting of a **Claim** and may not be exercised solely due to the reporting of a notice of circumstances pursuant to Clause 8(c) of the General Terms and Conditions.
6. The Reinstated Limit shall apply solely to Unrelated Claims made against an Insured after the inception date of the excess policy providing the Reinstated Limit. The term "Unrelated Claims" means any **Claim** other than a **Claim** which was made against an **Insured** prior to such inception date. Any **Claim** which is reported subsequent to such inception date but is considered made prior to such inception date pursuant to Clause 8(b) or Clause 8(c) of the General Terms and Conditions shall also not be covered under the Reinstated Limit.
7. The Reinstated Limit shall apply as excess insurance over the limits provided by any policy which is written specifically as excess insurance over this Policy. For the purposes of the foregoing, such excess limits shall be maintained in an aggregate amount no less than \$ [REDACTED]; provided, however, that in the event such amounts of excess limits underlying the Reinstated Policy are not maintained, coverage shall still be provided under the Reinstated Policy but in an amount not greater than what would have been provided if such amounts of excess limits underlying the Reinstated Policy had been maintained.
8. It is further understood and agreed that the Insurer's maximum Limit of Liability for all **Loss** arising from all **Claims** under this Policy and/or the Reinstated Policy combined alleging the same **Wrongful Act(s)** or **Related Wrongful Acts** (including but not limited to any **Claim** which is considered related pursuant to the terms and conditions of Clause 8(b) of this Policy) shall not be greater than the Limit of Liability stated in the Limit of Liability section on the Declarations page.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**RETENTION AMENDED  
(SEPARATE RETENTION FOR CONTRACT CLAIMS)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O and EPL **Coverage Sections** are amended follows:

With respect to any **Claim(s)** made against the **Insured** that allege a **Wrongful Act** arising out of, based upon or attributable to any actual or alleged contractual liability of any **Insured** under any contract or agreement (either oral or written), a Retention of \$        shall apply.

It is further understood and agreed that nothing contained herein shall be construed to alter, modify or abrogate Exclusion (e) of the D&O **Coverage Section** or Exclusion (b) of the EPL **Coverage Section** of this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### HIGHER EDUCATION ORGANIZATION NOT-FOR-PROFIT AMENDATORY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O and EPL **Coverage Sections** are amended follows:

#### 1. AMENDMENTS TO DEFINITIONS

- A. The definition of **Individual Insured(s)** in the D&O and EPL **Coverage Sections** are amended to include the following at the end thereof:

**Individual Insured(s)** shall also include any past, present or future member of the faculty, student teacher, teaching assistant, faculty aide, representative to an education association of which the **Organization** is a member, and any president, regent, chancellor, provost, treasurer, vice-president, dean, personnel director, governor, executive director, risk manager, university counsel, or other comparable senior administrator of the **Organization**, regardless of whether they are considered as an **Employee** of the **Organization** or as an independent contractor. **Individual Insured(s)** shall also include any administrator, association member, member manager or alumni council member of the **Organization**. **Individual Insureds** shall also include students of the **Organization** while serving in a supervised internship program in satisfaction of course requirements or while acting at the direction of and on behalf of the **Organization**.

- B. Subparagraph 4(viii) of the definition of **Wrongful Act** in the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

(viii) any alleged defect in the tenure or peer review process, including the denial or removal of tenure, educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance or counseling, improper or inappropriate academic placement or discipline, failure to grant due process, invasion of privacy or humiliation, including violation of the Buckley Amendment, the "Uniform Student Freedom of Expression Act" if adopted by any applicable jurisdiction; the publication of any alleged defamatory material in a book, newspaper or other publication of the **Organization** or any alleged

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

defamatory material broadcast over a radio, cable or television station owned or operated by the **Organization**.

#### 2. AMENDMENTS TO EXCLUSIONS

(a) Exclusion (e) of the D&O **Coverage Section** is deleted in its entirety and replaced by the following:

(e) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

(1) liability which would have attached in the absence of such express contract or agreement;

(2) **Defense Costs** of any **Individual Insured(s)**; or

(3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

(b) Exclusion (b) of the EPL **Coverage Section** is deleted in its entirety and replaced by the following:

(b) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

(1) liability which would have attached in the absence of such express contract or agreement; or

(2) **Defense Costs** of any **Insured(s)**;

(3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### EDUCATIONAL ORGANIZATION NOT-FOR-PROFIT AMENDATORY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O and EPL **Coverage Sections** are amended follows:

#### 1. AMENDMENTS TO DEFINITIONS

- A. The definition of **Individual Insured(s)** in the D&O and EPL **Coverage Sections** shall be amended to include the following at the end thereof:

**Individual Insured(s)** shall also include any past, present or future member of the faculty, student teacher, teaching assistant, faculty aide, representative to an education association of which the **Organization** is a member, and any president, regent, chancellor, provost, treasurer, vice-president, dean, personnel director, governor, executive director, risk manager, university counsel, or other comparable senior administrator of the **Organization**, regardless of whether they are considered as an **Employee** of the **Organization** or as an independent contractor. Individual Insureds shall also include any administrator, association member, member manager or alumni council member of the **Organization**.

- B. Subparagraph 4(viii) of the definition of **Wrongful Act** in the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

(viii) any alleged defect in the tenure or peer review process, including the denial or removal of tenure, educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance or counseling, improper or inappropriate academic placement or discipline, failure to grant due process, invasion of privacy or humiliation, including violation of the Buckley Amendment, the "Uniform Student Freedom of Expression Act" if adopted by any applicable jurisdiction; the publication of defamatory material in a book, newspaper or other publication of the **Organization**.

#### 2. AMENDMENTS TO EXCLUSIONS

- A. Exclusion (e) of the D&O **Coverage Section** is deleted in its entirety and replaced by the following:

## ENDORSEMENT

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(e) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement;
- (2) **Defense Costs** of any **Individual Insured(s)**; or
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

B. Exclusion 3(b) of the EPL **Coverage Section** is deleted in its entirety and replaced by the following:

(b) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement;
- (2) **Defense Costs** of any **Insured(s)**; or
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

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issued to

by

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**NOT-FOR-PROFIT HEALTH CARE - EDUCATION  
ORGANIZATION COVERAGE EXTENSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O and EPL **Coverage Sections** are amended follows:

- A. The definition of **Individual Insured(s)** of the D&O **Coverage Section** and the EPL **Coverage Section** shall be amended to include the following at the end thereof:

**Individual Insured(s)** shall also include any past, present or future member of any duly constituted committee ("Committee Member"); any individual person engaged by a duly constituted committee for purposes of providing an expert opinion with regard to peer review or credentialing decision concerning an individual physician ("Outside Expert"); any individual in charge of any operational department ("Department Head") or any staff physician or faculty member of the **Organization**, regardless of whether or not such person is directly employed by the **Organization** or is considered an independent contractor.

**Individual Insured(s)** shall also include any past, present or future member of the faculty, student teacher, teaching assistant, representative to an education association of which the **Organization** is a member, and any president, regent, chancellor, provost, treasurer, vice-president, dean, personnel director, governor, executive director, risk manager, university counsel, or other comparable senior administrator of the **Organization**, regardless of whether they are considered as an **Employee** of the **Organization** or as an independent contractor. **Individual Insureds** shall also include any administrator, association member, member manager or alumni council member of the **Organization**.

- B. The following is added to Clause 3, EXTENSIONS, of the D&O **Coverage Section**.

EMTALA COVERAGE

- a. The definition of **Claim(s)** is amended to include the following:

**Claim** shall also mean a civil lawsuit alleging a violation pursuant to the Emergency Medical Treatment and Active Labor Act ("EMTALA"), 42 U.S.C.,

## ENDORSEMENT

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This endorsement, effective 12:01 a.m.

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1396dd *et seq.*, and any similar state or local statute (herein "EMTALA Claim(s)").

- b. The definition of **Loss** is amended to include coverage for civil fines and penalties assessed pursuant to an EMTALA Claim.
  - c. Coverage as is provided for EMTALA Claims under this Endorsement shall be subject to a Sub-Limit of Liability of \$150,000.
- C. Subparagraph 4(viii) of the definition of **Wrongful Act** in the **D&O Coverage Section** is deleted in its entirety and replaced with the following:
- (viii) any alleged defects in peer review, credentialing or the tenure process, including the denial or removal of tenure, educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance or counseling, improper or inappropriate academic placement or discipline, failure to grant due process, invasion of privacy or humiliation, including violation of the Buckley Amendment, the "Uniform Student Freedom of Expression Act" if adopted by any applicable jurisdiction; or the publication of defamatory material in a book, newspaper or other publication of the **Organization**.
- D. Exclusion 4(e) of the **D&O Coverage Section** is deleted in its entirety and replaced by the following:
- (e) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:
    - (1) liability which would have attached in the absence of such express contract or agreement;
    - (2) **Defense Costs** of any **Individual Insured(s)**;
    - (3) **Claims** for **Loss** alleging **Wrongful Acts** of an **Insured(s)** with respect to hospital practice privileges, credentialing or peer review matters; or

## ENDORSEMENT

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(4) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

E. Exclusion (h) of the D&O **Coverage Section** is deleted in its entirety and replaced by the following:

(h) alleging, arising out of, based upon, or attributable to the **Insured's** performance or rendering of or failure to perform or render medical or other professional services or treatments for others, provided however, that this exclusion shall not apply to:

(1) **Employment Practices Claims** or **Claims for Non-Employment Discrimination**; or

(2) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** with respect to peer review or credentialing processes;

F. Exclusion 3(b) of the EPL **Coverage Section** is deleted in its entirety and replaced by the following:

(b)alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

(1) liability which would have attached in the absence of such express contract or agreement; or

(2) **Defense Costs** of any **Insured(s)**;

(3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** with respect to hospital practice privileges, credentialing or peer review matters; or

(4) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

G. Clause 4. **EXCLUSIONS** of the D&O **Coverage Section** is further amended to include the following exclusions at the end of that Clause:

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

(i) alleging, arising out of, based upon or attributable to any failure or omission on the part of the **Insureds** or the **Organization** to effect or maintain adequate insurance;

(ii) alleging, arising out of, based upon or attributable to or in any way relating to the rendering or failure to render any professional services for which registration or license is required by the federal, state or applicable local government. This exclusion shall not apply to the provision of or failure to provide educational services by the **Organization** or an **Individual Insured** or to any **Employment Practices Claim**;

(iii) alleging, arising out of, alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, antitrust violations, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies;

It is further understood and agreed that the subparagraph 4(i) of the definition of **Wrongful Act** in the D&O Coverage Section is deleted in its entirety;

(iv) alleging, arising out of, based upon or attributable to any Human Clinical Trial. For purposes of this exclusion, "Human Clinical Trial" shall mean any study utilizing humans to provide clinical data for the assessment of a medical treatment, procedure or pharmaceutical.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**NOT-FOR-PROFIT HEALTH CARE ORGANIZATION  
AMENDATORY ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the D&O and EPL **Coverage Sections** are amended follows:

- A. The definition of **Individual Insured(s)** of the D&O **Coverage Section** and the EPL **Coverage Section** shall be amended to include the following at the end thereof:

**Individual Insured(s)** shall also include any past, present or future member of any duly constituted committee ("Committee Member"); any individual person engaged by a duly constituted committee for purposes of providing an expert opinion with regard to peer review or credentialing decision concerning an individual physician ("Outside Expert"); any individual in charge of any operational department ("Department Head") or any medical director, staff physician or faculty member of the **Organization**, regardless of whether or not such person is directly employed by the **Organization** or is considered to be an independent contractor.

- B. The following is added to Clause 3. **EXTENSIONS** of the D&O Coverage Section.

EMTALA COVERAGE

- a. The definition of **Claim(s)** is amended to include the following:

**Claim** shall also mean a civil lawsuit alleging a violation pursuant to the Emergency Medical Treatment and Active Labor Act ("EMTALA"), 42 U.S.C., 1396dd *et seq.*, and any similar state or local statute (herein "EMTALA Claim(s)"); or

- b. The definition of **Loss** is amended to include coverage for civil fines and penalties assessed pursuant to an EMTALA Claim.

Coverage as is provided for EMTALA Claims under this Endorsement shall be subject to a Sub-Limit of Liability of \$150,000.

## ENDORSEMENT

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No. issued to by

- C. Exclusion (e) of the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement;
- (2) **Defense Costs** of any **Individual Insured(s)**;
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** with respect to hospital practice privileges, credentialing or peer review matters; or
- (4) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

- D. Exclusion (h) of the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

alleging, arising out of, based upon, or attributable to the **Insured's** performance or rendering of or failure to perform or render medical or other professional services or treatments for others, provided however, that this exclusion shall not apply to:

- (1) **Employment Practices Claims** or **Claims for Non-Employment Discrimination**; or
- (2) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** with respect to peer review or credentialing processes;

- E. Exclusion (b) of the EPL **Coverage Section** is deleted in its entirety and replaced with the following:

alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages,

## ENDORSEMENT

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This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement;
- (2) **Defense Costs** of any **Insured(s)**;
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** with respect to hospital practice privileges, credentialing or peer review matters; or
- (4) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

F. Clause 4. **EXCLUSIONS** of the D&O **Coverage Section** is amended to include the following exclusions at the end of that Clause:

- (i) alleging, arising out of, based upon or attributable to any failure or omission on the part of the **Insureds** or the **Organization** to effect or maintain adequate insurance;
- (ii) alleging, arising out of, alleging, arising out of, based upon or attributable to, or in any way involving, either directly or indirectly, antitrust violations, price fixing, price discriminations, unfair competition, deceptive trade practices and/or monopolies;
- (iii) alleging, arising out of, based upon or attributable to any Human Clinical Trial.

For purposes of this exclusion, "Human Clinical Trial" shall mean any study utilizing humans to provide clinical data for the assessment of a medical treatment, procedure or pharmaceutical.

G. It is further understood and agreed that the subparagraph 4(a) of the definition of **Wrongful Act** in the D&O **Coverage Section** is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### PLABOR UNION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions and the D&O and EPL **Coverage Sections** are amended as follows:

1. The definition of **Claim** in the D&O **Coverage Section** is hereby deleted and replaced with the following:

(a) **Claim** means:

- (1) a written demand for monetary, non-monetary or injunctive relief (including any request to toll any statute of limitations;
- (2) a civil (including an arbitration), criminal, regulatory or administrative proceeding for monetary, non-monetary or injunctive relief which is commenced by:
  - (i) service of a complaint or similar pleading; or
  - (ii) return of an indictment, information or similar document (in the case of a criminal proceeding ); or
  - (iii) receipt or filing of a notice of charges.

It is further understood and agreed that **Claim** shall not include any regulatory or administrative proceeding; provided, however, that **Claim** shall include:

- (i) any appeal of an order by the National Labor Relations Board to a federal court; and
- (ii) any suit filed directly with a federal district court by the National Labor Relations Board.

2. The definition of **Employment Practices Violation** in the EPL **Coverage Section** is amended by deleting paragraph (4) thereof in its entirety.
3. The definition of **Individual Insured(s)** in the D&O and EPL **Coverage Sections** is amended to include any shop steward or business agent of the Named Organization.

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

4. The definition of **Retaliation** in the General Terms and Conditions is deleted in its entirety and replaced with the following:

**Retaliation** means solely a **Wrongful Act** of an **Insured** as an employer relating to or alleged to be in response to the actual or attempted exercise by an **Employee** of any right that such **Employee** has under the worker's compensation laws, the Family and Medical Leave Act, or the Americans with Disabilities Act.

5. The definition of **Wrongful Act** in the **D&O Coverage Section** is amended by adding the following to subparagraph (4) thereof:

- (ix) alleged unfair representation of union members;
- (x) discipline or expulsion of union members;
- (xi) denial of union membership;
- (xii) alleged improper recruitment of union members;
- (xiii) alleged improper processing of union member grievances; and
- (xiv) alleged improper union election processes.

6. Exclusion (f) of the General Terms and Conditions is deleted in its entirety and replaced with the following:

(f) for violation(s) of any of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the Consolidated Omnibus Budget Reconciliation Act, the Occupational Safety and Health Act, any rules or regulations of the foregoing promulgated thereunder, and amendments thereto or any similar federal, state, local or foreign statutory law or common law; provided, however, that this exclusion shall not apply:

(1) with respect to the EPL **Coverage Section** only, to **Loss** arising from a **Claim** for **Retaliation**;

(2) with respect to the EPL **Coverage Section** only, to **Defense Costs** up to \$35,000 incurred in the defense of a **Claim** alleging violation(s) of the Fair Labor Standards Act; or

(3) to the extent coverage is afforded pursuant to the **FLI Coverage Section**;

7. Exclusion (e) of the **D&O Coverage Section** is deleted in its entirety and replaced with the following:

## ENDORSEMENT

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(e) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

(1) liability which would have attached in the absence of such express contract or agreement;

(2) **Defense Costs** of any **Individual Insured(s)**; or

(3) a **Claim** made by a bargaining unit member of the Named Organization to enforce or dispute the terms of a collective bargaining agreement negotiated by the Named Organization.

8. Exclusion (b) of the EPL **Coverage Section** is deleted in its entirety and replaced by the following:

(b) alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

(1) liability which would have attached in the absence of such express contract or agreement;

(2) **Defense Costs** of any **Insured(s)**; or

(3) a **Claim** made by a bargaining unit member of the Named Organization to enforce or dispute the terms of a collective bargaining agreement negotiated by the Named Organization.

9. Clause 4. **EXCLUSIONS** of the D&O **Coverage Section** is amended to include the following exclusions:

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

**ENDORSEMENT**

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- (i) alleging, arising out of, based upon or attributable to personal injury arising out of a publication or utterance concerning any organization or business enterprise or its products or services made by or at the direction of the **Insured** with prior knowledge of its falsity;
- (ii) alleging, arising out of, based upon or attributable to printing or periodicals, advertising matter, or any and all printing jobs submitted to the **Insured** by a third party for printing;
- (iii) alleging, arising out of, based upon or attributable to any actual or alleged boycotts, picketing, strikes, lockouts, demonstrations, sick-outs, slowdowns, refusals to cross picket lines, work stoppages or any similar activity or job action brought by employers, other unions or injured third parties, except when such **Claim(s)** are brought by a bargaining unit member of the Named Organization for a **Wrongful Act**;
- (iv) alleging, arising out of, based upon, or attributable to any actual or alleged conflict of interest arising from any dealings with the **Organization** as an adverse party or on behalf of an adverse party;
- (v) alleging, arising out of, based upon or attributable to any **Wrongful Act** committed with the knowledge that it was wrongful;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

### DELETION OF THIRD PARTY COVERAGE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby agreed and understood that the General Terms and Conditions and the D&O and EPL **Coverage Sections** are amended as follows:

1. The definition of **Wrongful Act** in the EPL **Coverage Section** is hereby deleted and replaced with the following:

(h) **Wrongful Act** means an **Employment Practices Violation**.

2. Exclusion (d) of the General Terms and Conditions is deleted in its entirety and replaced with the following:

(d) by or on behalf of any person seeking damages or other relief for physical injury, sickness or disease (including emotional distress or mental anguish), including death resulting therefrom or **Property Damage**, including but not limited to any **Claim** by any parent, spouse, **Domestic Partner**, guardian, heir, representative or assign resulting from the foregoing (including loss of consortium); provided, however, that this exclusion shall not apply:

(1) with respect to the EPL **Coverage Section** only, for mental anguish or emotional distress arising from an **Employment Practices Violation**; or

(2) with respect to the FLI **Coverage Section** only, to **Defense Costs** incurred in the defense of a **Claim** alleging a **Breach of Fiduciary Duty**.

3. Exclusion (h) of the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

(h) alleging, arising out of, is based upon or attributable to or is in any way related to the **Insureds'** performance or rendering of or failure to perform or render medical or other healthcare services or treatments for others; provided, however, that this exclusion shall not apply to **Employment Practices Claims**;

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### LABOR ORGANIZATION APPRENTICESHIP TRAINING AMENDATORY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions and the D&O and EPL **Coverage Sections** are amended follows:

#### 1. AMENDMENTS TO DEFINITIONS

- A. The definition of **Individual Insured(s)** in the D&O and EPL **Coverage Sections** is amended to include the following at the end thereof:

**Individual Insured(s)** shall also include any past, present or future **Individual Insured** of the Named Organization for **Wrongful Acts** in their capacity as a representative of the Named Organization on any:

- 1) Apprenticeship Trust Fund Committee ( "ATFC" )
- 2) Joint Apprenticeship and Training Committee ( "JATC" )
- 3) Local Workforce Investment Area ( "LWIA" )
- 4) State or Local Workforce Investment Board ( "WIB" )
- 5) Private Industry Council ( "PIC" )

- B. The definition of **Wrongful Act** in the D&O **Coverage Section** is amended to include the following at the end thereof:

With respect to all **Insured(s)**, **Wrongful Act** shall include any of the following when alleged in connection with an apprenticeship program registered with the United States Department of Labor:

- 1) any alleged defect in certifying the eligibility of an **Eligible Training Provider**;
- 2) any alleged defect in enforcement of **OATELS** standards;
- 3) inadequate or negligent academic guidance or counseling;
- 4) any alleged defect in certifying **Journey Level Training**;
- 5) educational malpractice or failure to educate;
- 6) any alleged discrimination in the admission to such apprenticeship program;
- 7) any alleged discrimination in the grading or disciplinary processes of such apprenticeship program.

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### 2. ADDITIONAL DEFINITIONS

The following definitions are added to this Policy for purposes of the coverage provided by this Endorsement only:

- 1) **Eligible Training Provider** means any provider of apprenticeship training which is qualified to receive funds from an Individual Training Account ("ITA") or which has applied to a WIA for initial eligibility.
- 2) **Journey Level Training** means training provided to a journey-level member of a collective bargaining unit for purposes of for purposes of expanding their skills in their trade or craft.
- 3) **OATELS** means the Office of Apprentice Training, Employer and Labor Services of the Unites States Department of Labor

### 3. AMENDMENTS TO EXCLUSIONS

(a) Exclusion (e) of the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement; or
- (2) **Defense Costs** of any **Individual Insured(s)**; or
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process;

(b) Exclusion (b) of the EPL **Coverage Section** is deleted in its entirety and replaced by the following:

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement;
- (2) **Defense Costs** of any **Insured(s)**; or
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process;

**4. ADDITIONAL EXCLUSIONS**

The following additional exclusions are added to the end of Clause 4. **EXCLUSIONS** of the D&O **Coverage Section**:

alleging, arising out of, based upon or attributable to or in any way relating to the rendering or failure to render any professional services for which registration or license is required by the federal, state or applicable local government; provided, however, that this exclusion shall not apply to the provision of or failure to provide educational services by the **Organization** or an **Individual Insured** or to any **Employment Practices Claim**, provided however, that educational services shall not include the provision of labor or other services to any organization, corporation, or employer nor to any individual who is not a participant in such apprenticeship program.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### CHARTER SCHOOL AMENDATORY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions and the D&O and EPL **Coverage Sections** are amended follows:

#### 1. AMENDMENTS TO DEFINITIONS

- A. The definition of **Individual Insured(s)** in the D&O **Coverage Section** and the EPL **Coverage Section** shall be amended to include the following at the end thereof:

**Individual Insured(s)** shall also include any past, present or future member of the faculty, student teacher, teaching assistant, faculty aide, representative to an education association of which the **Organization** is a member, and any president, regent, chancellor, provost, treasurer, vice-president, dean, personnel director, governor, executive director, risk manager, university counsel, or other comparable senior administrator of the **Organization**, regardless of whether they are considered as an **Employee** of the **Organization** or as an independent contractor. Individual Insureds shall also include any administrator, association member, member manager or alumni council member of the **Organization**. Individual Insured shall also include any individual employee of any sponsor or **Management Company** acting on behalf of the Named Organization.

- B. Subparagraph 4(viii) of the definition of **Wrongful Act** in the D&O **Coverage Section** is deleted in its entirety and replaced with the following:

any alleged defect in the tenure or peer review process, including the denial or removal of tenure, educational malpractice or failure to educate, negligent instruction, failure to supervise, inadequate or negligent academic guidance or counseling, improper or inappropriate academic placement or discipline, failure to grant due process, invasion of privacy or humiliation, including violation of the Buckley Amendment, the "Uniform Student Freedom of Expression Act" if adopted by any applicable jurisdiction; violation of any state "Open Public Meetings" or "Sunshine" law; or any proceeding to revoke the operating authority which enables the Named Organization to operate as a **Charter School**.

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### 2. AMENDMENTS TO EXCLUSIONS

- (a) Exclusion (e) of the D&O **Coverage Section** is deleted in its entirety and replaced by the following:

alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement; or
- (2) **Defense Costs** of any **Individual Insured(s)**;
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

- (b) Exclusion (b) of the EPL **Coverage Section** is deleted in its entirety and replaced by the following:

alleging, arising out of, based upon or attributable to any actual or alleged contractual liability of the **Organization** or an **Insured** under any express (written or oral) contract or agreement (including, but not limited to, any liquidated damages, severance agreement or payment, golden parachute agreement, or any compensation agreement payable upon the termination of any **Insured**); provided, however, that this exclusion shall not apply to:

- (1) liability which would have attached in the absence of such express contract or agreement; or
- (2) **Defense Costs** of any **Insured(s)**;
- (3) **Claims for Loss** alleging **Wrongful Acts** of an **Insured(s)** occurring during the tenure or peer review process.

### 3. ADDITIONAL DEFINITIONS

**ENDORSEMENT**

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This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

The following additional definitions are added at the end of Clause 3. **DEFINITIONS** of the General Terms and Conditions:

- (i) **Charter School** means any entity organized to provide educational services to students in any level of Grades Kindergarten through Twelfth Grade which entity by contract or charter with any state or local governmental entity (or any college or university or other sponsor authorized by a state or local governmental entity) is eligible to receive public funds from a governmental entity for purposes of fulfilling that governmental entity's responsibility to educate such students. **Charter School** shall include a **Cyber Charter School**.
- (ii) **Cyber Charter School** means a **Charter School** which provides a substantial portion of its educational services in a web based format or via the internet.
- (iii) **Management Company** means any entity which is under contract with a **Charter School** for purposes of providing the bulk of its administrative and educational services. **Management Company** shall not include third party vendors engaged by the **Charter School** to provide payroll or janitorial services.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**DEDUCTIBLE (EXTORTION) ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Declarations and the General Terms and Conditions of the Policy are modified as follows:

- 1. The Deductible column contained in Item 3.A. of the Declarations with respect to the KRE **Coverage Section** is deleted in its entirety and replaced by the following:

<b>Deductibles:</b>	\$ _____ each <b>Loss</b> for <b>Ransom Monies</b> arising out of a <b>Kidnapping</b> or alleged <b>Kidnapping</b>
	\$ _____ each <b>Loss</b> for <b>Ransom Monies</b> arising out of <b>Extortion</b>

- 2. The text of Clause 7(c) is deleted and replaced by the following:

The Kidnap and Ransom/Extortion Deductibles stated in Item 3.A of the Declarations will apply separately to each **Loss** arising out of any **Kidnap And Ransom/Extortion Event**. The Deductible shall be borne by the Named Organization and remain uninsured.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**EMPLOYEE(S) REDEFINED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the KRE Coverage Section is amended as follows:

Definition (j) **Employee** contained in the **DEFINITIONS** Clause is deleted in its entirety and replaced with the following:

(j) **Employee** means any salaried personnel in the Named Organization’s employ. **Employee** also includes the following category of person(s) where indicated below while they are acting or working on the Named Organization’s behalf or at the Named Organization’s direction:

- \_\_\_\_\_ Independent contractors
- \_\_\_\_\_ Leased or temporary employees
- \_\_\_\_\_ Volunteers
- \_\_\_\_\_ Students
- \_\_\_\_\_ Other: 


For the avoidance of doubt, if none of the above categories is selected as applicable, then this Endorsement shall be deemed inapplicable in its entirety and shall have no force or effect whatsoever.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**TERRITORY AMENDATORY ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the General Terms and Conditions of the Policy are modified as follows:

Clause 2(d) is deleted in its entirety and replaced with the following:

(d) Solely with respect to the KRE **Coverage Section**, to **Insured Events** (as defined in the KRE **Coverage Section**) occurring anywhere in the world except to **Loss** arising out of **Insured Events** occurring in any of the following locations:

For the avoidance of doubt, if no locations are set forth above, then this Endorsement shall be deemed inapplicable in its entirety and shall have no force or effect whatsoever.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy  
No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

**ADD CREDIT, DEBIT OR CHARGE CARD FORGERY ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that this Endorsement modifies insurance provided under the Crime **Coverage Section** and applies to Insuring Agreement B. **FORGERY OR ALTERATION** thereof as follows:

**A. Schedule\***

Per Occurrence Limit of Liability	Covered Instruments
	Includes
	Limited To
* Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.	

**B. Provisions**

1. Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, written instruments required in conjunction with any credit, debit or charge card issued to the **Insured** or any **Employee** for business purposes.
2. The most the Insurer will pay in any one **Occurrence** is the applicable Per Occurrence Limit of Liability shown in the Schedule.
3. The following exclusion is added to Clause 3. **EXCLUSIONS** at the end thereof:

Insuring Agreement B. **FORGERY OR ALTERATION** of this **Coverage Section** does not apply to:

**Loss** arising from any credit, debit or charge card if the **Insured(s)** have not complied fully with the provisions, conditions or other terms under which the card was issued.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

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AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**ADDITIONAL NAMED INSURED ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

**A. Schedule\***

The following **Insured(s)** is/are added as a Named Organization subject to the corresponding Effective Date of Change:

Named Organization	Effective Date of Change
* Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.	

Schedule\*

**B. Provisions**

1. This change applies to **Loss** or damage resulting from acts committed or events occurring on or after the Effective Date of Change.
2. No Limit of Liability during any period will be cumulative with any other amount applicable to the same coverage during any other period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**AGGREGATE LIMIT OF INSURANCE ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the policy is amended as follows:

1. The section entitled **CRIME LIMITS OF LIABILITY AND RETENTIONS** of the Declarations is amended to include the following at the end thereof:

POLICY AGGREGATE LIMIT OF LIABILITY:      \$[XXXXXX]      Aggregate for all  
Loss combined

2. Clause 6(b) of the General Terms and Conditions is deleted in its entirety and replaced with the following:

(b) Solely with respect to the Crime **Coverage Section**, the following shall also apply:

1. The most the Insurer will pay for loss in any one **Occurrence** is the applicable Limit of Liability indicated as "Per Occurrence" shown in the Declarations.
2. The most the Insurer will pay in the aggregate for all loss discovered during the Policy Period is the Policy Aggregate Limit of Liability shown in the Declarations, regardless of the number of **Occurrences** or Insuring Agreements triggered.
3. The Policy Aggregate Limit of Liability shall be reduced by the amount of any payment made by the Insurer under the terms of this insurance. If the Policy Aggregate Limit of Liability is exhausted, the Insurer will have no further liability to pay for loss which may be discovered during the remainder of the Policy Period.
4. Any recovery made by the Insurer after settlement of a loss covered by this insurance shall not be used to increase or reinstate the Policy Aggregate Limit of Liability.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

5. In the event a loss of covered property is settled by the Insurer through the use of a lost securities bond, such loss shall not reduce the Policy Aggregate Limit of Liability.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy  
No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

**COINSURANCE ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

**A. Schedule\***

Coinsurance	%
Specified Dollar Amount	\$ _____
*Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.	

**B. Provisions**

1. Solely with regard to claims for loss of more than the dollar amount specified in the Schedule and subject to the applicable Deductible, the Insurer shall not be liable for a greater percentage of any loss than the percentage shown in the Schedule bears to the total amount of such **Loss**, but in no event for more than the applicable Per Occurrence Limit of Liability as set forth in Item 5. of the Declarations. If there is no dollar amount specified in the Schedule, this Endorsement shall apply to all **Loss**.
2. Recoveries, whether effected by the Insurer or by the **Insured**, shall be applied net of expense of such recovery first to the satisfaction of the **Insured's** loss in excess of the Per Occurrence Limit of Liability and the Deductible amount, second to the Insurer in the percentage shown in the Schedule with the remaining percentage to the Insured, and third, to the Insured in settlement of the Deductible amount.
3. All agreements, conditions and limitations of this Policy which apply to the liability of the Insurer are deemed to be amended to conform with the provisions of this Endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**EXCLUDE SPECIFIED PROPERTY ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that with respect to the Insuring Agreement(s) of the Crime **Coverage Section** designated below, covered property shall not include the property shown in the Schedule below.

**INSURING AGREEMENTS**

INSIDE THE PREMISES – THEFT OF MONEY AND SECURITIES  
INSIDE THE PREMISES – ROBBERY OR SAFE BURGLARY OF OTHER PROPERTY  
OUTSIDE THE PREMISES  
COMPUTER FRAUD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Schedule\*

Property Not Covered  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**EXCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS  
AS EMPLOYEES ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

Solely with respect to the coverage afforded pursuant to Clause 1. INSURING AGREEMENTS A. EMPLOYEE THEFT, the definition of **Employee** is amended by adding the following at the end thereof:

**Employee** does not include any person named or class of persons shown in the Schedule below.

Schedule\*

Persons or Classes of Persons

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### GUESTS' PROPERTY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

1. The following section(s) of this Insuring Agreement for which a Limit of Liability is shown in the Schedule below, is added to Clause 1. Insuring Agreements of the Crime **Coverage Section** as follows:

(a) GUESTS' PROPERTY – IN SAFE DEPOSIT BOXES

The Insurer will pay for loss of or damage to **Guests' Property** for which the **Insureds** are legally liable while such property is in a safe deposit box inside the **Premises**.

(b) GUESTS'S PROPERTY – INSIDE THE PREMISES

The Insurer will pay for loss of or damage to **Guests' Property** for which the **Insureds** are legally liable while the property is inside the **Premises** or in the **Insureds'** possession.

If the **Insureds** are sued for refusing to pay for loss of or damage to **Guests' Property** and the **Insureds** have the Insurer's written consent to defend against the suit, then the Insurer will pay for any reasonable legal expenses that the **Insureds** incur and pay in such defense. The amount that the Insurer will pay is in addition to the applicable Limit of Liability shown in the Schedule below.

2. With respect to the coverage afforded pursuant to this endorsement, Clause 6. LIMIT OF LIABILITY, paragraph (b) of the General Terms and Conditions is hereby deleted in its entirety and replaced by the following:
  - (a) Under Paragraph 1(a) above, the most the Insurer will pay for loss in any one **Occurrence** is the Limit of Liability shown in the Schedule below.
  - (b) Under Paragraph 1(b) above:

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

(1) The most the Insurer will pay in the aggregate for loss in any one **Occurrence** is the Per Occurrence Limit of Liability shown in the Schedule below.

(2) Subject to Paragraph 2(b)(1) above, the most the Insurer will pay for loss arising out of an **Occurrence** for any one guest, is the Per Guest Limit of Liability shown in the Schedule below.

3. With respect to the coverage afforded pursuant to this Endorsement, Clause 3. EXCLUSIONS is hereby amended by adding the following exclusions to the end thereof:

This Insuring Agreement does not apply:

- (a) to loss resulting from liability the **Insureds** assume under any written agreement. However this exclusion does not apply under Paragraph 1(b) above, to any written agreement entered into with a guest before the **Occurrence** of any loss or damage that increases to an amount not exceeding \$1,000 or for any lesser amount which the Insured may otherwise be liable under any statute;
- (b) to loss of or damage to property resulting from fire, however caused;
- (c) under Paragraph 1(b) above, to loss of or damage to property resulting from the spilling, upsetting or leaking of any food or liquid;
- (d) to loss of or damage to property resulting from insects, animals, wear and tear, gradual deterioration or inherent vice;
- (e) under Paragraph 1(b) above, to loss of or damage to property while in the **Insureds'** care and custody for laundering or cleaning;
- (f) to loss resulting from the Insureds' release of any other person or organization from legal liability;
- (g) under Paragraph 1(b) above, to loss of or damage to samples or articles carried or held for sale or delivery after sale; or
- (h) under Paragraph 1(b) above, to loss of or damage to any vehicle including:

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

(1) its equipment and accessories; and

(2) any property contained in or on a vehicle.

Exclusions (b) and (e) of the Crime **Coverage Section** do not apply to this Insuring Agreement.

4. With respect to the coverage afforded pursuant to this endorsement, Clause 4. CONDITIONS is hereby amended as follows:

(a) Item 15, Records, does not apply to this Insuring Agreement.

5. THE FOLLOWING CONDITIONS ARE APPLICABLE TO THE INSURING AGREEMENTS OF THIS ENDORSEMENT:

(a) Bankruptcy or insolvency of the **Insureds** or the **Insureds'** estate will not relieve the Insurer of its obligations under this Insuring Agreement.

(b) Clause 4, Item 14, Ownership Of Property; Interests Covered, is hereby deleted in its entirety and replaced by the following:

The property covered under this Insuring Agreement is limited to property belonging to the **Insureds'** guests while the property is in a safe deposit box, inside the **Premises** or in the **Insureds'** possession.

However, this insurance is for the **Insureds'** benefit only. It provides no rights or benefits to any other person or organization, including the **Insured's** guest. Any claim for loss that is covered under this Insuring Agreement must be presented by the **Insured**.

6. With respect to the coverage afforded pursuant to this endorsement, Clause 2. DEFINITIONS is hereby amended as follows:

(a) The definition of **Premises** is hereby deleted in its entirety and replaced by the following:

**Premises** means the interior of that portion of any building at the address shown in the Schedule below that the **Insured** occupies in conducting its business.

(b) The following definition is added to the end thereof:

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**Guests' Property** means **Money, Securities** and **Other Property** belonging to the **Insured's** guest.

Schedules\*

**Guests' Property – In Safe Deposit Boxes**

<b>Address of Premises</b>	<b>Limit of Liability Per Occurrence</b>

**Guests' Property – Inside The Premises**

<b>Address of Premises</b>	<b>Limit of Liability</b>	
	<b>Per Guest</b>	<b>Per Occurrence</b>

\*Information required to complete these Schedules, if not shown on this Endorsement, will be shown in the Declarations

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES  
AS EMPLOYEES ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

Clause 2. DEFINITIONS, definition of **Employee** is hereby amended by adding the following at the end thereof:

**Employee** shall also include any natural person, whether or not compensated, while performing services for the **Insured** as the chairperson, or a member of any committee named in the Schedule below.

**Schedule\***

Names of Committees

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**INCLUDE SPECIFIED DIRECTORS OR TRUSTEES ON COMMITTEES  
AS EMPLOYEES ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

Clause 2. **DEFINITIONS**, definition of **Employee** is hereby amended by adding the following at the end thereof:

**Employee** shall also include any of the directors or trustees who are shown in the Schedule below while acting as a member of any of the **Insured's** elected or appointed committees to perform on the **Insured's** behalf specific, as distinguished from general, directorial acts.

**Schedule\***

Directors or Trustees

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**JOINT LOSS PAYABLE ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended by adding the following provisions:

1. The **Insured** agrees that any loss payable under this **Coverage Section** shall be paid jointly to the **Insured** and the Loss Payee shown in the Schedule below as its interests may appear and any such payment shall constitute payment to the **Insured**. The Insurer agrees that such payments shall be made jointly to the Insured and the Loss Payee, and Insurer will not make any payment solely to the **Insured** unless a request in writing from the Loss Payee to make such payment to the **Insured** is provided to the Insurer.
2. This **Coverage Section** is for the **Insured's** benefit only. It provides no rights or benefits to any other person or organization including the Loss Payee, other than payment of loss as set forth in this Endorsement. Any claim for loss that is covered under this **Coverage Section** must be presented by the **Insured**.
3. The Insurer's liability under this **Coverage Section** as extended by this Endorsement shall not be cumulative.

**Schedule\***

Names and Address of Loss Payee

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\*Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

Clause 2. DEFINITIONS, definition of **Employee** is hereby amended by adding the following at the end thereof:

**Employee** shall also include any of the **Insured's** non-compensated officers shown in the Schedule below.

**Schedule\***

Names or Titles of Non-Compensated Officers

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. \_\_\_\_\_ forms a part of Policy  
No. \_\_\_\_\_ issued to \_\_\_\_\_ by \_\_\_\_\_

**PRIOR THEFT OR DISHONESTY ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed the **Crime Coverage Section** is hereby amended as follows:

**A. Schedule\***

<b>Prior Theft or Dishonesty Amount:</b>	<b>\$XXXXXX</b>
*Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.	

**B. Clause 4(a) 1. Cancellation As To Any Employee** is deleted in its entirety and replaced with the following:

1. Cancellation As To Any **Employee**

This **Coverage Section** is cancelled as to any **Employee**:

(A) immediately upon discovery by:

(i) the **Insured**; or

(ii) any of the **Insured's Executives** not in collusion with the **Employee**;

of **Theft** or any other dishonest act committed by the **Employee** after becoming employed by the **Insured**; or prior to becoming employed by the **Insured**, provided that such conduct involved loss of **Money, Securities** or **Other Property** valued at the amount specified in the schedule above or more.

(B) on the date specified in a notice mailed to the Named Organization. The date will be at least thirty (30) days after the date of mailing. The Insurer will mail or deliver notice to the Named Organization's last mailing address known to the Insurer. If notice is mailed proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**PROTECTIVE DEVICES ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that with respect to the Insuring Agreement(s) designated below, the following shall apply to the Crime **Coverage Section** as follows:

**INSURING AGREEMENTS**

	EMPLOYEE THEFT
	INSIDE THE PREMISES – THEFT OF MONEY AND SECURITIES
	INSIDE THE PREMISES – ROBBERY OR SAFE BURGLARY OF OTHER PROPERTY
	OUTSIDE THE PREMISES

**A. Schedule\***

**Address of Premises**

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**Items Applicable**

Item 1 ___	Covered property is kept in a class "E", "TL-15", "TL-30" or better safe; in addition, safe or vault must be central station alarmed during non-business hours.
Item 2 ___	Use of a "UL" Certified Central Station premises alarm system, Grade A or better. (If this system is not available due to circumstances beyond the Insured's control, a Grade B may be substituted).
Item 3 ___	Use of a "UL" Certified Central Station hold-up alarm at each cashier station.
Item 4 ___	Maintenance of a record of each check cashed. If a photographic check recorder is used, mechanical breakdown which results in illegible copies shall not void the

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

	coverage provided that: a) the <b>Insureds</b> were unaware of the breakdown prior to loss and b) the <b>Insured</b> can demonstrate that routine maintenance and quarterly test-developing is conducted.
Item 5	Each check is stamped marking the instrument "For Deposit Only".
Item 6 —	When conveying <b>Money</b> or <b>Securities</b> the total value of either or both in excess of \$5,000, the <b>Insured</b> will utilize the services of an armored motor vehicle and document such utilization. In the event the <b>Insureds</b> convey <b>Money</b> or <b>Securities</b> the total value of either or both in excess of \$5,000 without utilization of an armored motor vehicle, the most the Insurer will pay in the event of a loss is \$5,000.
Item 7 —	When conveying <b>Money</b> or <b>Securities</b> the total value of either or both in excess of \$50,000, the <b>Insureds</b> will utilize the services of an armored motor vehicle and document such utilization. In the event the <b>Insureds</b> convey <b>Money</b> or <b>Securities</b> the total value of either or both in excess of \$50,000 without utilization of an armored motor vehicle, the most the Insurer will pay in the event of a loss is: \$50,000 or \$25,000 if the <b>Money</b> or <b>Securities</b> is conveyed without the accompaniment of one uniformed police officer or one armed guard.
Item 8	Continuously operating camera inside the lobby area and inside the cashier stations.
Item 9	Perimeter, window and doors are alarmed.
Item 10	Two (2) persons opening and closing the store (or one (1) person accompanied by an armed guard).
Item 11	Any crawl space in ceiling area over the cashier area is armed with motion detector devices.
Item 12 —	A bandit-resistive (bullet-resistant, ceiling to floor) enclosure with a bullet resistant double door entry (Note: A bullet-resistant double door entry is waived for Kiosk operations only).
Item 13 —	Premises has a street (public) door equipped with a remote locking device operable from inside the bandit-resistive enclosure, and an automatic closing device (pneumatic spring) (Note: For Kiosk operations only, this item is waived).

\*Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**B. Provisions**

In granting coverage under this Policy, the Insurer is relying upon the following declarations and statements warranted by the **Insureds**. The **Insureds** warrant that the above protections and procedural requirements will be complied with from the effective date of this Policy to the date of this Policy's termination.

It is further understood and agreed that the Insurer will not be liable for loss if any of the above warranties are breached.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**REVISION OF DISCOVERY ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

1. Clause 4. **CONDITIONS**, Paragraph A. **CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS OF THIS COVERAGE SECTION**, subparagraph 1. Cancellation As To Any Employee, section (A)(ii) is hereby modified to add the following at the end thereof:

Discovery of an **Employee** having committed any **Theft** or any other dishonest act shall for the purpose of this section be discovery by persons in the following specified departments or employment capacities of the **Insured**:

---

2. Clause 8. **NOTICE/CLAIM REPORTING PROVISIONS**, of the General Terms and Conditions, Subparagraph (b), is hereby modified to add the following at the end thereof:

(5) Discovery of a loss or situation that may result in loss of or damage to **Money, Securities or Other Property** for the purpose of this section shall be discovery by persons in the following specified departments or employment capacities of the **Insured**:

---

3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of this Policy other than as stated above.
4. This Endorsement is effective as of 12:01 A.M. on standard time as specified in this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**SUBSEQUENT SUSTAINED LOSS EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to loss as may have otherwise been covered under the Crime **Coverage Section**, such coverage does not apply to loss sustained by the **Insured** subsequent to:  
\_\_\_\_\_.

**Please read the following: This Endorsement is being added to this Policy as an alternative to our right, pursuant to the binder of insurance for this Policy, to declare this Policy null and void *ab initio* due to failure to provide the "subject to" information as referenced in the binder of insurance. It is agreed that, upon the receipt, review and written approval by the Insurer of the "subject to" information within ninety (90) days, this exclusion shall be deleted retroactively and have no effect. Alternatively, in the event that any of the "subject to" information referenced in the binder of insurance issued is not received by the Insurer, or if received, is not approved by the Insurer for any reason, within ninety (90) days from the date of issuance of this Endorsement, the Insurer, at its sole discretion, may declare this Policy null and void *ab initio* and of no effect. Payment of the premium shall not nullify this right to void this Policy, but if so nullified such payment shall be returned as soon as practicable.**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**AMEND TERRITORIAL LIMITS ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed Clause 2(b) of the General Terms and Conditions is hereby amended by adding or deleting the territory shown in the Schedule below:

**A. Schedule\***

<b>Add</b>	<b>Delete</b>
* Information required to complete this Schedule, if not shown on this Endorsement, will be shown in the Declarations.	

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### ATM EXCLUSION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

The following exclusion is added to Clause 3. **EXCLUSIONS:**

This **Coverage Section** does not apply to:

Loss of **Money** or **Securities** contained in any automatic teller machine ("ATM") or while being transported to or from any ATM. Such loss is excluded regardless of the cause, event, act, omission or failure which contributes to the loss, including but not limited to (i) any dishonesty, **Theft**, disappearance, destruction, **Forgery**, alteration, **Robbery**, or computer fraud by any person (whether or not an **Employee**) acting alone or in collusion with other persons, or (ii) any actual or alleged failure, malfunction or inadequacy of the ATM.

In all events coverage under this **Coverage Section** does not apply to loss of or damage to any ATM.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

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## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

### CLIENTS' PROPERTY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

1. The following insuring agreement is added to Clause 1. **INSURING AGREEMENTS:**

The Insurer will pay for loss of or damage to **Money, Securities and Other Property** sustained by the **Insured's Client** resulting directly from **Theft** committed by an identified **Employee**, acting alone or in collusion with other persons.

2. It is hereby understood and agreed that Exclusion (b) does not apply to the above Insuring Agreement.
3. Clause 4. **CONDITIONS** is hereby amended by deleting subparagraph 14. Ownership of Property; Interests Covered in its entirety and replacing it with the following:

The property covered under this Insuring Agreement is limited to property:

- (A) That the **Insured's Client** owns or leases;
- (B) That the **Insured's Client** holds for others; or
- (C) For which the **Insured's Client** is legally liable;

while the property is inside the **Insured's Client's Premises**.

However, this insurance is for the **Insured's** benefit only. It provides no rights or benefits to any other person or organization, including the **Insured's Client**. Any claim for loss that is covered under this Insuring Agreement must be presented by the **Insured**.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

4. Clause 2. **DEFINITIONS** is hereby amended as follows:

(1) Definition of **Theft** is hereby deleted in its entirety and replaced with the following:

**Theft** means the unlawful taking of **Money, Securities** or **Other Property** to the deprivation of the **Insured's Client**.

(2) The following definition is hereby added to the end thereof:

**Client's Premises** means the interior of that portion of any building that the **Insured's Client** occupies in conducting its business.

5. Clause 8. **NOTICE/CLAIM REPORTING PROVISIONS** of the General Terms and Conditions, Subparagraph (b), is amended by deleting subparagraph (1) in its entirety and replacing it with the following:

(1) Notify the Insurer as soon as possible.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### CRIME ADVANTAGE ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

1. Clause 4. **CONDITIONS**, paragraph (a) **CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS OF THIS COVERAGE SECTION**, subparagraph 1. Cancellation As To Any **Employee**, section (B) is deleted in its entirety and replaced with the following:

(B) on the date specified in a notice mailed to the Named Organization. That date will be at least 60 days after the date of mailing.

The Insurer shall mail or deliver notice to the Named Organization at last mailing address of the Named Organization known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Clause 4. **CONDITIONS**, paragraph (a) **CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS OF THIS COVERAGE SECTION**, subparagraph 3. Consolidation - Merger, section (A) is deleted in its entirety and replaced with the following:

(A) the **Insured** must give the Insurer written notice and obtain the Insurer's written consent to extend this insurance to such additional **Employees** or **Premises**.

If such consolidation, merger or purchase or acquisition of assets or liabilities increases the Insured's total assets by more than 5%, the Insurer may condition its consent upon payment of an additional premium; but

3. Clause 2. **DEFINITIONS**, Definition of **Employee** section (1)(i) is deleted in its entirety and replaced with the following:

(i) while in the **Insured's** service or for forty five (45) days after termination of service;

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

4. Clause 2. **DEFINITION**, Definition of **Employee** is amended by adding the following at the end thereof:

**Employee** is also deemed to include:

(1) Any of the **Insured's** directors, trustees or non-compensated officers while performing acts within the scope of the usual duties of an **Employee**;

(2) Any of the **Insured's** directors or trustees who are members of any of the **Insured's** elected or appointed committees to perform on the **Insured's** behalf specific, as distinguished from general, directorial acts;

(3) Any non-compensated natural person other than one who is a fund solicitor, while performing services for the Insured that are usual to the duties of an **Employee**;

(4) Any of the **Insured's** part-time **Employees**; or

(5) Any natural person, whether or not compensated, while performing services for the Insured as the chairman, or a member of any committee.

5. With respect to a loss for which coverage is provided by this Policy and which is sustained partly during the period of other policies providing coverage for such loss issued to the **Insured** or to any predecessor in interest of the **Insured** and terminated or canceled or allowed to expire as of the inception date of this Policy, the amount of the Deductible that is applicable to the portion of the loss sustained during this **Policy Period** shall be reduced, in whole or in part, by:

(a) The amount of the loss which is sustained by the **Insured** during the period of such other policies if such loss is less than the amount of the Deductible applicable to that loss under such other policies, or

(b) The amount of the Deductible applicable to the Loss sustained by the **Insured** during the period of such other policies if the applicable Deductible is less than the amount of the loss sustained during such period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

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AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**EXCLUDE LOSS OF CLIENTS' PROPERTY ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed the **Crime Coverage Section** is hereby amended as follows:

Clause 4. **CONDITIONS**, Paragraph (a) **CONDITIONS APPLICABLE TO ALL INSURING AGREEMENTS OF THIS COVERAGE SECTION**, subparagraph 14. **Ownership Of Property; Interests Covered**, is hereby deleted in its entirety and replaced with the following:

**Ownership Of Property; Interests Covered**

The property covered under this **Coverage Section** is limited to property that the **Insured** owns or leases. This **Coverage Section** does not provide any rights or benefits to any other person or organization. Any claim for loss that is covered under this **Coverage Section** must be presented by the Named Organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

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## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### FUNDS TRANSFER FRAUD ENDORSEMENT

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

- A. The following insuring agreement is hereby added to Clause 1. INSURING AGREEMENTS:

The Insurer will pay for loss of **Funds** resulting directly from a **Fraudulent Instruction** directing a financial institution to transfer, pay or deliver **Funds** from the **Insured's Transfer Account**.

- B. Clause 2. **DEFINITIONS** is hereby amended by adding the following definitions to the end thereof:

(1) **Fraudulent Instruction** means:

- a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by the **Insured**, but which was in fact fraudulently transmitted by someone else without the **Insured's** knowledge or consent;
- b. A written instruction (other than those described in the **Forgery** or Alteration Insuring Agreement) issued by the Insured, which was forged or altered by someone other than an **Insured** without the **Insured's** knowledge or consent, or which purports to have been issued by the **Insured**, but was in fact fraudulently issued without the **Insured's** knowledge or consent; or
- c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by the Insured which purports to have been transmitted by an **Employee** but which was in fact fraudulently transmitted by someone else without the Insured's or the **Employee's** knowledge or consent.

(2) **Transfer Account** means:

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

An account maintained by the **Insured** at a financial institution from which the **Insured** can initiate the transfer, payment or delivery of **Funds**:

- a. by means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. by means of written instructions (other than those described in Insuring Agreement B. Forgery or Alteration of the Crime Coverage Section) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

C. Notwithstanding the foregoing, the coverage added to the Crime **Coverage Section** by this endorsement shall not apply to:

(1) Computer Fraud

Loss resulting from the use of any computer to fraudulently cause a transfer of Other Property.

(2) Loss due to:

- (a) unintentional errors or omissions; or
- (b) voluntary giving or surrendering of property in a purchase or exchange, whether legitimate or fraudulent.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEES  
ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Crime **Coverage Section** is hereby amended as follows:

Clause 2. **DEFINITIONS**, definition of **Employee** is hereby amended by adding the following at the end thereof:

**Employee** shall also include any non-compensated natural person other than one who is a fund solicitor, while performing services for the **Insured** that are usual to the duties of an **Employee**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**DEFINITION OF ADMINISTRATIVE ACTION AMENDED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the CIP **Coverage Section** of the Policy is amended as follows:

Clause 2(a) is deleted in its entirety and replaced with the following:

(a) **Administrative Action** means and is limited to:

1. an investigation of the **Insured** after notice is sent to the **Insured** by,
2. negotiation of a consent order against the **Insured** with, or
3. formal adversarial administrative proceeding against the **Insured** instituted by,

a United States or Canadian federal, state, provincial or territorial regulatory agency, arising solely out of a **Personal Identity Event** first discovered by an **Insured** during the **Policy Period** and reported to the Insurer within the **Notice Period**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**DEFINITION OF CLAIM AMENDED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that Clause 2(c) of the CIP **Coverage Section** is deleted in its entirety and replaced with the following:

**C. Claim** means a demand for payment of money, including a **Suit**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**FAIR AND ACCURATE CREDIT TRANSACTIONS ACT  
EXCLUSION AMENDATORY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed that, with respect to the CIP **Coverage Section**, the Policy does not cover any **Claim(s)** based upon, alleging, arising out of, or resulting, directly or indirectly, from any violation of 15 U.S.C.A §1681c(g).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**COINSURANCE ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the CIP **Coverage Section** is amended as follows:

For each and every **Personal Identity Event** under Insuring Agreements I.B. Administrative Action, and I.C. Identity Event Services, the **Insured** shall, excess of the applicable Retention, bear uninsured at the **Insured's** own risk and pay the Coinsurance percentage proportion of any **Administrative Expenses, Notification Costs, Crisis Expenses and Post Event Services**. The Coinsurance percentage to be applied shall be the percentage set forth as such below. The Insurer's liability hereunder with respect to **Administrative Expenses, Notification Costs, Crisis Expenses and Post Event Services** shall only apply to the remaining percentage of such **Administrative Expenses, Notification Costs, Crisis Expenses and Post Event Services**. The Insurer shall have no obligation to pay to the extent that the **Insured** does not pay the applicable Coinsurance percentage. Payments of Coinsurance shall not be subject to and do not reduce any Limit of Liability or Sub-Limit of Liability under this Policy.

Coinsurance: **XX %** of **Administrative Expenses, Notification Costs, Crisis Expenses and Post Event Services**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**CONTINUITY DATE AMENDED**

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to the CIP **Coverage Section**, ITEM 3(A) of the Declarations is deleted in its entirety and replaced with the following:

ITEM 3(A). CONTINUITY DATE: **XXX**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**NOTICE PERIOD DEFINITION AMENDED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that Clause 2(j) of the CIP **Coverage Section** is deleted in its entirety and replaced with the following:

(j) **Notice Period** means the [insert number of days] (XX) day period of time the **Insured** shall have to notify the Insurer that a **Personal Identity Event** has occurred. The **Notice Period** shall commence immediately upon first discovery of the **Personal Identity Event** by an **Insured**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**POST EVENT SERVICES SUBLIMIT OF INSURANCE ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that the Policy is amended as follows:

1. Item 7(h) of the Declarations is deleted in its entirety and replaced with the following:

**(h). Identity Event Services:**

- (i) \$ [REDACTED] (for all **Notification Costs** and **Crisis Expenses** combined)
- (ii) \$ [REDACTED] (for all **Post Event Services** combined)

2. Clause 6(d) of the General Terms and Conditions is deleted in its entirety and replaced with the following:

The Aggregate Limit of Liability indicated in Item 3(A) of the Declarations will be the most the Insurer shall pay for all coverages combined, regardless of the number of **Personal Identity Events**, persons, entities, **Claims** or **Administrative Actions** covered by this Policy, or claimants, **Claims** or **Administrative Actions** made and regardless of the total of all **Loss** resulting from all **Personal Identity Events** first discovered by an **Insured** during the **Policy Period** and reported to the Insurer within the **Notice Period**. All **Claims**, **Administrative Actions**, and **Loss** resulting from the same, continuous, related or repeated **Personal Identity Event** shall be subject to the terms, conditions, exclusions and Aggregate Limit of Liability of the CIP **Coverage Section** of this Policy or that of any similar policy issued by the Insurer or any other member of the American International Group, Inc. to the Named Organization in effect at the time the first such **Personal Identity Event** is first discovered by an **Insured**.

The most the Insurer shall pay for the total of all:

1. **Damages** and **Defense Costs** resulting from a **Claim** arising from a **Personal Identity Event** is the Personal Identity Sub-Limit of Liability indicated in Item 7(e) of the Declarations;
2. **Administrative Expenses** is the Administrative Expenses Sub-Limit of Liability indicated in Item 7(f) of the Declarations;

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

3. **Notification Costs and Crisis Expenses** is the Sub-Limit of Liability indicated in Item 7(f) of the Declarations; and
4. **Post Event Services** is the Sub-Limit of Liability indicated in Item 7(g) of the Declarations,

regardless of the number of **Personal Identity Events** first discovered by an **Insured** during the **Policy Period** and reported to the Insurer within the **Notice Period**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**ADDITIONAL LISTED PLAN(S)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, with respect to the FLI **Coverage Section**, the Definition of **Plan** shall also include the following listed **Plan(s)**, subject to the corresponding **Continuity Date**:

**PLAN(S)**

**CONTINUITY DATE**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**AUTO PLAN THRESHOLD AMENDED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that the definition of **Plan** in the FLI **Coverage Section** is amended by deleting subparagraph (5) thereof in its entirety and replacing it with the following:

- (5) if such **Plan** is a **Pension Plan** (other than an **ESOP**, or stock option plan) and:
- (a) is acquired during the **Policy Period** as a result of the **Organization's** acquisition of a **Subsidiary** whose assets total more than % of the total consolidated assets of the **Organization** as of the inception date of this Policy; or
  - (b) is acquired during the **Policy Period** and such **Plan's** assets total more than % of the total consolidated assets of all covered **Pension Plans** as of the inception date of this Policy,

then this policy shall apply to such **Plan** (but solely with respect to a **Wrongful Act(s)** occurring after the date of such acquisition). The Named Organization shall provide the Insurer with full particulars of such new **Plan** before the end of the **Policy Period**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**BENEFITS WORDING AMENDED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that the first paragraph of the definition of **Loss** in the FLI **Coverage Section** is deleted in its entirety and replaced by the following:

**Loss** means damages, judgments (including pre and post-judgment interest on that part of any covered judgment under this **Coverage Section**), settlements and **Defense Costs**; provided, however, that **Loss** shall not include: (1) civil or criminal fines or penalties imposed by law, except (i) to the extent set forth in Item 7(d) of the Declarations page for **Voluntary Compliance Loss**, (ii) **UK Fines and Penalties**, (iii) the five percent (5%) or less civil penalty imposed upon an Insured under Section 502(i) of **ERISA**, (iv) the 20 percent (20%) or less penalty imposed upon an Insured under Section 502(l) of **ERISA**, with respect to covered settlements or judgments, and (v) to the extent set forth in Item 7(e) of the Declarations for **HIPAA Penalties**; (2) the multiplied portion of multiplied damages; (3) taxes or tax penalties; (4) any amount for which an **Insured** is not financially liable or which is without legal recourse to the **Insured**; (5) **Benefits**, or that portion of any settlement or award in an amount equal to such **Benefits**; or (6) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**CASH BALANCE AND PENSION EQUITY PLAN EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged it is hereby understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under the FLI **Coverage Section**, the **Insurer** shall not be liable to make any payment for **Loss** in connection with a **Claim** made against an **Insured(s)** alleging, arising out of, based upon or in any way attributable to any conversion to, establishment of, or adoption of any **Cash Balance Plan** or **Pension Equity Plan**.

For purposes of this Endorsement the following definitions shall apply:

- (a) **Cash Balance Plan** means a type of defined benefit plan that determines benefits by reference to a participant's hypothetical account; and
- (b) **Pension Equity Plan** means a type of pension plan or formula under which a participant generally accumulates points each year based on the participant's age in the year worked. A retirement benefit is then determined by dividing the number of points by a conversion factor that increases in direct correlation to the participant's age.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**CLAUSE 12 AMENDED  
(WAIVER FOR SPECIFIC TRANSACTION(S))**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the General Terms and Conditions.

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to the FLI **Coverage Section**, the term "Transaction," as that term is defined in Clause 12 of the General Terms and Conditions, shall not include the following event(s):

XXXXXXX  
XXXXXXX  
XXXXXXX

It is further understood and agreed that, except as described above, Clause 12 of the General Terms and Conditions shall remain intact and in full force and effect and all terms, conditions, and provisions of such Clause 12 remain unchanged.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**CONTINUITY DATE AMENDED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that in Item 3(A) of the Declarations, the section applicable to the **Continuity Date** for the **FLI Coverage Section** is deleted in its entirety and replaced with the following:

Liability Coverage Section		Continuity Date
FLI	Fiduciary	

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**FAILURE TO EFFECT AND/OR MAINTAIN INSURANCE EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that solely with respect to **Loss** as may have otherwise been covered under the FLI **Coverage Section**, the **Insurer** shall not be liable for any **Loss** in connection with any **Claim(s)** made against any **Insured** alleging, arising out of, based upon, attributable to any failure or omission on the part of the **Insureds** or the **Organization** to effect or maintain adequate insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**FAILURE TO EFFECT OR MAINTAIN BOND EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration for the premium charged, it is hereby understood and agreed that Section 3. **EXCLUSIONS** of the FLI **Coverage Section** is amended by adding the following to the end thereof:

alleging, arising out of, based upon or attributable to any failure or omission on the part of the **Insured(s)** to effect or maintain a fidelity bond as required under the Employee Retirement Income Security Act of 1974 or amendments thereto, or any similar provisions of any state, local or foreign statutory or common law.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### FULL GOVERNMENT AND REGULATORY EXCLUSION

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, with respect to the FLI **Coverage Section**, the Definition of **Claim** is deleted in its entirety and replaced with the following:

**Claim** means:

- (1) a written demand for monetary, non-monetary or injunctive relief; or
- (2) a civil, criminal or arbitration proceeding for monetary, non-monetary or injunctive relief which is commenced by:
  - (i) service of a complaint or similar pleading; or
  - (ii) return of an indictment(in the case of a criminal proceeding); or
  - (iii) receipt or filing of a notice of charges;

provided, however, that in no event shall the Definition of **Claim** include any matter stated in (1) or (2) above brought by or on behalf of any government agency or regulatory authority, including, but not limited to, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation, or similar government agency which is located outside the United States.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**MULTIEMPLOYER EXTENSION ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the additional premium of \$ , it is hereby understood and agreed that the definition of **Individual Insured** in the FLI **Coverage Section** is amended to include the below-listed natural person director(s), officer(s), partner(s) or **Employee(s)** of the **Organization** in his or her capacity as a **Fiduciary**, administrator or trustee of the plan(s) listed below:

Plan: Natural Person(s):

(a)

(b)

Plan: Natural Person(s):

(a)

(b)

It is further understood and agreed that with respect to coverage granted to such natural persons by virtue of this Endorsement, the following shall apply:

1. Coverage applies solely to natural person directors, officers, partners or **Employees** of the **Organization** who are serving at the written direction of the **Organization** as **Fiduciary(ies)**, administrator(s) or trustee(s) of the plan(s) listed above.
2. Notwithstanding anything else stated herein, coverage shall not apply to the plan(s) listed above nor to the organization(s) that sponsors such plan(s).
3. Coverage afforded by this Endorsement shall apply excess of any other existing valid insurance under which payment of the claim is required or actually made. Further, if said other insurance in force is provided by the Insurer or any member company of American International Group, Inc. (or

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

would be provided but for the application of the retention amount or the exhaustion of the limit of liability or the failure to submit a **Claim**), then the Insurer's maximum aggregate limit of liability for all **Loss** combined in connection with a **Claim** covered, in part or in whole, by this policy and such other insurance policy issued by AIG, shall not exceed the greater of the Policy Aggregate Limit of Liability or any Separate Limit of Liability or Shared Limit of Liability of this policy or the limit of liability of such other AIG insurance policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**PENDING AND PRIOR LITIGATION/KNOWN WRONGFUL ACTS  
EXCLUSION FOR EXCESS LIMITS**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that with respect to \$ excess of the first \$ of the Separate Limit of Liability stated in Item 3(A) of the Declarations with respect to the FLI **Coverage Section**, the Insurer shall not be liable for any **Loss** in connection with any **Claim** made against any **Insured**:

- (a) alleging, arising out of, based upon or attributable to, as of , any pending or prior: (1) litigation; or (2) administrative or regulatory proceeding or investigation of which an **Insured** had notice, or alleging any **Wrongful Act** which is the same or **Related Wrongful Act** to that alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation; or
- (b) alleging any **Wrongful Act** occurring prior to if an **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim** under this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**PRIOR ACTS EXCLUSION  
FOR EXCESS COVERAGE**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, with respect to the \$[Enter Excess Limit Amount] in excess of \$[Enter Primary Limit Amount] of the Separate Limit of Liability stated in the Item 3(A) of the Declarations for the FLI **Coverage Section**, the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** alleging any **Wrongful Act** occurring prior to [Enter Date]. The \$[Enter Excess Limit Amount] in excess of \$[Enter Primary Limit Amount] of the Separate Limit of Liability stated in the Item 3 of the Declarations only provides coverage for **Wrongful Acts** occurring on or after [Enter Date] and prior to the end of the **Policy Period** and otherwise covered by the FLI **Coverage Section**. **Loss** arising out of the same or **Related Wrongful Act(s)** shall be deemed to arise from the first such same or **Related Wrongful Act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**PRIOR ACTS EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under the FLI **Coverage Section**, the **Insurer** shall not be liable to make any payment for **Loss** arising from a **Claim** for an alleged **Wrongful Act** or **Breach of Fiduciary Duty** which occurred prior to **XXXXXXXXXXXX** or after the end of the **Policy Period**. This Policy only provides coverage for **Loss** arising from a **Claim** for an alleged **Wrongful Act** or **Breach of Fiduciary Duty** occurring on or after **XXXXXXXXXX** and prior to the end of the **Policy Period** and otherwise covered by this policy. **Loss** arising out of **Related Wrongful Acts** or related **Breach of Fiduciary Duty** shall be deemed to arise from the first such same or related **Wrongful Act(s)** or **Breach(es) of Fiduciary Duty**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**REVERSION OF ASSETS EXCLUSION (General)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under the FLI **Coverage Section**, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** alleging, arising out of, based upon or attributable to the recapture or reversion of excess **Plan** assets by the **Organization**, or any improper distribution of excess **Plan** assets.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**REVERSION OF ASSETS EXCLUSION  
(Plan Termination)**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under the FLI **Coverage Section**, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** arising out of, based upon or attributable to a **Plan** termination where the **Claim** either alleges that: (1) excess assets of the **Plan** were recaptured by or reverted to the **Organization**, or (2) an improper distribution of the excess **Plan** assets was made.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**SPECIFIC INVESTIGATION/CLAIM/LITIGATION/  
EVENT OR ACT EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under the FLI **Coverage Section**, the **Insurer** shall not be liable for any **Loss** in connection with: (i) any **Claim(s)**, notices, events, investigations or actions referred to in any of items listed below (hereinafter "**Events**"); (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any **Event(s)**; or (b) any **Claim(s)** arising from any **Event(s)**; or (iii) any **Breach of Fiduciary Duty, Wrongful Act**, underlying facts, circumstances, acts or omissions in any way relating to any **Event(s)**:

**Events:**

[list all events in numerical list form]

It is further understood and agreed that the **Insurer** shall not be liable for any **Loss** in connection with any **Claim(s)** alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to an **Interrelated Wrongful Act** (as that term is defined below), regardless of whether or not such **Claim** involved the same or different **Insured(s)**, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

For the purposes of this Endorsement an "**Interrelated Wrongful Act**" means: (i) any fact, circumstance, act or omission alleged in any **Event(s)** and/or (ii) any **Wrongful Act** which is the same as, similar or related to or a repetition of any **Wrongful Act** alleged in any **Event(s)**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**SPECIFIC INVESTMENT EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged herein, it is understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under the FLI **Coverage Section**, the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim(s)** made against any **Insured**, including, but not limited to, any derivative or representative class action, alleging, arising out of, based upon or attributable to the following:

- 1.
- 2.
- 3.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

### SPECIFIC LITIGATION EXCLUSION

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, without limiting the effectiveness of Exclusions (b) or (c) of the General Terms and Conditions, in no event shall the **Insurer** be liable to make payment for **Loss** in connection with: (i) any of the **Claim(s)**, notices, events, investigations or actions referred to in the items listed below (hereinafter "**Events**"); (ii) the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any **Event(s)**; or (b) any **Claim(s)** arising from any **Event(s)**; or (iii) any **Wrongful Act**, underlying facts, circumstances, acts or omissions in any way relating to any **Event(s)**.

#### EVENTS

- 1.
- 2.

It is further understood and agreed that in no event shall the **Insurer** be liable to make payment for **Loss** in connection with:

- (A) any restatement, retraction, amendment or revision of in part or in whole, any written or oral statement made regarding the assets, revenues, sales or financial condition of the **Organization**, resulting from, arising out, based upon or attributable to any **Event** or the resolution of said **Events**; or
- (B) any **Claim** alleging, arising out of, based upon, attributable to or in any way related directly or indirectly, in part or in whole, to an **Interrelated Wrongful Act** (as that term is defined below), regardless of whether or not such **Claim** involved the same or different **Insured(s)**, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

For the purposes of this Endorsement, an "**Interrelated Wrongful Act**" means: (i) any fact, circumstance, act or omission alleged in any **Event(s)**, and/or (ii) any **Wrongful Act** which is the same as, similar or related to or a repetition of any **Wrongful Act** alleged in any **Event(s)**.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**SPONSOR ORGANIZATION SECURITIES  
SEPARATE RETENTION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged herein, it is understood and agreed that this Policy is amended as follows:

1. Item 3(A) of the Declarations is amended by addition of the following at the end thereof:

<p><b>RETENTION:</b> (a) all other <b>Loss:</b> \$ _____</p> <p>(b) <b>Sponsor Organization, Plan, or Natural Person Insured</b> for <b>Indemnifiable Loss:</b> \$ _____</p> <p>For all <b>Loss</b> in connection with any <b>Claim(s)</b> made against any <b>Insured</b>, including but not limited to any derivative or representative class action, arising out of, based upon, attributable to or in any way related to any securities of the <b>Sponsor Organization</b> or any affiliate thereof.</p>
--

2. Clause 7. **RETENTION/DEDUCTIBLE CLAUSE** is amended by adding the following to the end of subparagraph (a):

Solely with respect to the **FLI Coverage Section**, the **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the Retention amount stated in Item (a) and (b) above, such Retention amount to be borne by the **Insured** and shall remain uninsured, with regard to all **Defense Costs** under (a) and with regard to all **Loss** under Item (b), other than: (1) non-**Indemnifiable Loss** of a **Natural Person Insured**; and (2) **Voluntary Compliance Loss**. A single Retention amount shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act** or **Related Wrongful Acts**.

It is hereby understood and agreed that this Endorsement shall only apply as a limitation on coverage otherwise provided by this Policy and shall not in any way be construed as an intent to expand coverage under this Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m.

forms a part of Policy

No.

issued to

by

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**STOCK FLUCTUATION EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under the FLI **Coverage Section**, the **Insurer** shall not be liable to make any payment for **Loss** for any **Claim(s)** made against any **Insured(s)** in connection with a **Plan(s)** covered under this Policy which is designed to invest primarily or exclusively in the securities issued by the **Organization** or any **Affiliate** which arises out of, is based upon or attributable to the fluctuation in value of such securities.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE



# Not-for-Profit Risk Protector<sup>SM</sup> SB Edition<sup>SM</sup> Application

Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability, Corporate Identity Protection, Kidnap & Ransom/Extortion, and Crime Coverages for Not-For-Profit Organizations

(For Applicants with \$10M or less in Annual Revenues)

(Not Available to Condominium/Homeowners Associations, Membership/Country Clubs or Hospitals)

WITH RESPECT TO DIRECTORS AND OFFICERS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY, IF A POLICY IS ISSUED: (1) DEFENSE COSTS MAY BE SUBJECT TO AN ADDITIONAL LIMIT OF LIABILITY (I.E., DEFENSE OUTSIDE THE LIMIT); HOWEVER, ONCE THIS ADDITIONAL LIMIT IS EXHAUSTED OR NOT APPLICABLE, THEN ALL FURTHER DEFENSE COSTS SHALL REDUCE THE LIMIT OF LIABILITY FOR JUDGMENTS AND SETTLEMENTS; AND (2) IT WILL BE ISSUED ON A CLAIMS MADE BASIS.

WITH RESPECT TO FIDUCIARY LIABILITY AND CORPORATE IDENTITY PROTECTION, IF A POLICY IS ISSUED (1) ALL DEFENSE COSTS SHALL REDUCE THE LIMIT OF LIABILITY FOR JUDGMENTS AND SETTLEMENTS; AND (2) WITH RESPECT TO FIDUCIARY LIABILITY, IT WILL BE ISSUED ON A CLAIMS-MADE BASIS.

## Section A. GENERAL INFORMATION

1. Name of Applicant: \_\_\_\_\_  
 Address of Named Applicant: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Years of Operation: \_\_\_\_\_
- 2a. Applicant's primary nature of business: \_\_\_\_\_ Applicant's Website: \_\_\_\_\_
- 2b. Does the Applicant provide services to minors? Yes  No  (If "Yes," please attach complete details.)
3. Has the Internal Revenue Service (IRS) issued a letter stating that the Applicant is a non-taxable organization?  
 Yes  No
4. Is the Organization an educational or charitable non-profit organization under Section 501(c)(3) of the Internal Revenue Code?  
 Yes  No  *\*Only Kentucky Applicants need reply*
5. Name of Risk Manager and/or General Counsel (or equivalent position):  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_
6. Is the Organization a qualified provider of Medicare or Medicaid services? Yes  No
7. Does the Organization regularly provide physical therapy? Yes  No
8. Does the Organization regularly administer or provide prescription drugs? Yes  No
9. Is the Organization chartered by a national organization? Yes  No 
  - a) If "Yes," does the national organization provide training and/or standards with regard to the following:
    - (i) sexual misconduct liability? Yes  No
    - (ii) financial reporting? Yes  No
10. Does the Organization prescreen the following via background checks?
  - a) Employees? Yes  No
  - b) Volunteers? Yes  No



**Section B. REQUESTED POLICY COVERAGE DETAILS**

1. Limits of Liability and Retention for: Directors and Officers, Employment Practices, and Fiduciary Liability Coverage Requested: (\*NOTE: For organizations with more than 9 employees, if the D&O Coverage Section is purchased, the EPL Coverage Section must also be purchased.)

Coverage	Limit of Liability Requested:	Separate or Shared Limit of Liability Requested (Indicate coverages to be shared - n/a for Crime)		Retention Requested
Directors and Officers	_____	Separate <input type="checkbox"/>	Shared <input type="checkbox"/>	_____
Employment Practices*	_____	Separate <input type="checkbox"/>	Shared <input type="checkbox"/>	_____
Fiduciary Liability	_____	Separate <input type="checkbox"/>	Shared <input type="checkbox"/>	_____

2. Crime Limits of Liability and Deductibles Requested:

Insuring Agreement	Per Occurrence Limit of Liability	Deductible
Employee Theft	\$ _____	\$ _____
Forgery or Alteration	\$ _____	\$ _____
Inside Premises – Theft of Money & Securities	\$ _____	\$ _____
Inside Premises – Robbery or Safe Burglary	\$ _____	\$ _____
Outside the Premises	\$ _____	\$ _____
Computer Fraud	\$ _____	\$ _____
Money Orders & Counterfeit Paper Currency	\$ _____	\$ _____
Clients Property	\$ _____	\$ _____
Funds Transfer Fraud	\$ _____	\$ _____
Guest Property	\$ _____	\$ _____

3. Kidnap and Ransom/Extortion Limit of Insurance Requested for each Loss component: \$ \_\_\_\_\_

4. Corporate Identity Protection Limit of Liability, Retention and Co-insurance Requested:

Coverage	Limit of Liability Requested:	Retention Requested	Co-insurance Requested
Corporate Identity Protection	_____	_____	_____



**Section C. CLAIMS HISTORY INFORMATION**

If this is a renewal of an AIG Member Company Not-For-Profit Protector Policy, check here  and do not complete Questions 2 thru 6 below. If you choose to purchase an additional line of coverage at renewal or are buying higher limits, please answer Questions 2 thru 6 below with respect to any such coverage (in case of higher limits, answers will apply only to the higher limit purchased.)

1. Has any insurance carrier refused, canceled or non-renewed any Directors and Officers, Employment Practices, Fiduciary Liability or Corporate Identity Protection insurance coverage\*?  
Yes  No  (If "Yes," please attach complete details.) *\*Missouri Applicants need not reply*

2. Has there been, or is there now pending any claim(s), civil or criminal proceeding(s), investigation(s), hearing(s), disciplinary or other action(s) against the Applicant, its Subsidiaries, or any individual or other entity proposed for insurance arising out of: (i) any director, officer, trustee, employee, employee benefit plan or entity liability matter, including securities matters, employment matters, employee benefit law matters, identity theft or privacy violations; or (ii) any matter claimed against any person or organization proposed for insurance arising out of any of the foregoing capacities under the proposed policy?

Please answer with respect to:

- D&O and/or Association Liability Yes  No
- Employment Practices Liability Yes  No
- Fiduciary Liability Yes  No
- Corporate Identity Protection Yes  No

(If "Yes" was checked with respect to any of the above, please attach complete details.)

3. Does the Applicant, its subsidiaries, or any director, officer, trustee or employee of the Applicant know of any act, error or omission, which could give rise to a claim(s), suit(s) or action(s) under the proposed policy with regard to:

- D&O and/or Association Company Liability Yes  No
- Employment Practices Liability Yes  No
- Fiduciary Liability Yes  No
- Corporate Identity Protection Yes  No

(If "Yes" was checked with respect to any of the above, please attach complete details.)

4. Please answer if applying for Crime Coverage: Has the Applicant experienced any of the following losses in the past 6 years or, if in business fewer than 6 years, since the date of formation (whether insured or not):

- Employee Theft Yes  No
- Forgery or Alteration Yes  No
- Theft of Money and Securities (Inside/Outside) Yes  No
- Any Other Crime or Fidelity related losses Yes  No

(If "Yes" was checked with respect to any of the above, please attach complete details.)

5. Please answer if applying for Kidnap & Ransom/Extortion Coverage: Has the Applicant or any person(s) to be covered under this policy ever experienced an actual, attempted or threatened kidnapping, extortion, detention, or hijacking? Yes  No

6. Please answer if applying for Corporate Identity Protection: Has the Applicant had a theft of or unintended release of an individual(s)' personal information in the past 3 years? Yes  No   
If "Yes," did Applicant notify these individuals? Yes  No   
If "Yes," please attach complete details of the nature and size of the release and any corrective action taken.



It is agreed that with respect to Questions 2 through 6 above, if (as applicable) any such claim(s), civil or criminal proceeding(s), investigation(s), hearing(s), disciplinary or other action(s), act(s), error(s), or omission(s), losses, actual, attempted or threatened kidnapping, extortion, detention, or hijacking attempt, or theft or unintended release of personal information exist(s), then such claim(s), civil or criminal proceeding(s), investigation(s), hearing(s), disciplinary or other action(s) and any claim(s), suit(s), investigation(s), proceeding(s) or inquiry(ies) arising therefrom is excluded from the proposed coverage.

**Section D. FINANCIAL INFORMATION**

- 1. Has any auditor issued a "going concern" opinion for the Applicant or any of its Subsidiaries' financial statements or is the Applicant or any of its Subsidiaries either declaring bankruptcy or has declared bankruptcy or operated under a different name in the last 7 years? Yes  No

(If "Yes," please attach complete details.)

- 2. Please provide the following financial information for the Applicant and its Subsidiaries from the Applicant's most recent audited financial statements. Or, the Applicant may simply attach their most recent audited financial statements or interim financial statements if audited financial statements are not available.

Based on Financial Statements Dated:	(Year/Month)
Current Assets	\$ _____
Total Assets	\$ _____
Current Liabilities	\$ _____
Total Liabilities	\$ _____
Fund Balance	\$ _____
Total Revenues/Contributions	\$ _____
Net Income <input type="checkbox"/> or Net Loss <input type="checkbox"/>	\$ _____
Cashflow from Operations	\$ _____

Check here if financial statements are attached.

**Section E. DIRECTORS AND OFFICERS INFORMATION**

Coverage Requested? Yes  No

Please note that there are no additional application questions for this coverage section. (\*NOTE: For organizations with more than 9 employees, if the D&O Coverage Section is purchased, the EPL Coverage Section must also be purchased.)

**Section F. EMPLOYMENT PRACTICES INFORMATION**

Coverage Requested? Yes  No

Please complete this Section if applying for this coverage.

- 1. Total Number Employees in ALL States/Jurisdictions: \_\_\_\_\_

Enter the TOTAL number of employees (by type) in the boxes below:

	All States (other than CA, DC, FL, MI & TX)	CA	DC, FL, MI & TX	Total Number of Employees
Full Time	_____	_____	_____	_____
Part Time (including Seasonal, Temporary and Leased)	_____	_____	_____	_____
Independent Contractors for whom the Applicant provides indemnification	_____	_____	_____	_____



Member Companies of American International Group, Inc.

2. Indicate all means by which the Applicant ensures that each employee is aware of his or her rights and obligations under state and federal employment laws, including the right to work free from discrimination or harassment in the workplace:

Employee Handbook  Website  Handouts/Bulletins  Formal Training  Verbal  None

3. Does the Applicant ensure that each employee is aware of state and federal discrimination, Sexual harassment and civil rights laws with respect to third parties (i.e., clients or customers)? Yes  No

4. Has the Applicant implemented a formal procedure for recording and handling the discrimination, Sexual harassment and civil rights complaints of third parties (i.e. customers or clients)? Yes  No

5. Is there a formalized process in place for reporting complaints/harassment? Yes  No   
If "Yes," are employees advised that this action will not result in a retaliatory action? Yes  No

6. Does the Applicant and its Subsidiaries have a human resources manual or equivalent written management guidelines? Yes  No

If "Yes," of the following issues, does it address: All  Some  None

- \* Reductions in force, layoffs and early retirements
- \* Compliance with the Family Medical Leave Act
- \* Compliance with the Americans with Disabilities Act
- \* Employee disciplinary actions including, terminations, Demotions or suspensions
- \* Legally prohibited discrimination
- \* Sexual harassment
- \* Employee appraisals / reviews

7. For the past 3 years, what has been the annual percentage turnover rate of employees (all locations)?  
Year \_\_\_\_\_, \_\_\_\_\_%      Year \_\_\_\_\_, \_\_\_\_\_%      Year \_\_\_\_\_, \_\_\_\_\_%

8. What percentage of employees has the Applicant involuntarily terminated (with or without cause) within the last 24 months? None  1-10%  11-25%  Over 25%

9. What percentage of employees does the Applicant anticipate involuntarily terminating in the next 12 months? None  1-10%  11-25%  Over 25%

10. With respect to involuntary terminations when they occur, is it the Applicant's practice to:  
a. provide severance packages to affected employees? Yes  No   
b. obtain releases from liability from affected employees? Yes  No

**Section G. FIDUCIARY LIABILITY INFORMATION** Coverage Requested? Yes  No

Please complete this Section if applying for this coverage.

1. Please list Plans for which coverage is requested. If included as an attachment herein, check here

Full name of Plans to be covered	Total Plan assets (market value)	Number of Plan participants	Type of Plan (e.g. 401(k), welfare, defined benefit, ESOP, etc.)	Does the Plan invest in employer securities?	Are all Plan assets held in trust by a bank, registered investment company or insurance company?
_____	\$ _____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	\$ _____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	\$ _____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
_____	\$ _____	_____	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>



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2. If the Plan(s) is an "individual account" (such as a 401(k) or 403(b)) Plan, does such Plan offer at least three (3) investment options, each with a materially different risk and return characteristic (for instance an equities fund, a bond fund and a money market fund)? Not Applicable  Yes  No   
(If "No," please attach complete details.)
3. With respect to any plan, are there any delinquent contributions? Yes  No   
(If "Yes," please attach complete details.)
- Question 4 applies only to defined benefit plans. If there are no defined benefit plans, please skip to question 5.**
4. (a) Are all defined benefit Plans adequately funded as attested to by an actuary? Yes  No   
(If "No," please attach complete details.)
- (b) Has the defined benefit Plan undergone a conversion to a cash balance plan or is any such conversion being considered? Yes  No   
(If "Yes," please attach complete details.)
5. In the past 24 months has there been, or in the next 12 months is there anticipated, any amendment that has resulted in or is expected to result in any reduction of benefits, including but not limited to, an increase in participants' share of costs? Yes  No   
(If "Yes," please attach complete details.)
6. Has any Plan(s) for which coverage is requested been spun off (sold), or terminated or is any such transaction being contemplated? Yes  No   
(If "Yes," please attach complete details.)

**Section H. CRIME INFORMATION**

Coverage Requested? Yes  No

Please complete this Section if applying for this coverage.

1. Does the Applicant have cash exposure that exceeds the lowest deductible amount on your current Crime/Fidelity policy? Yes  No
2. Are there precious metals at any of the Applicant's locations? Yes  No
3. Does the Applicant have access to client's funds/property (including money, securities, inventory, high value property, banking systems, wire transfer systems, computer systems, sensitive computer data, etc.)? Yes  No
4. Are all of the Applicant's operations located in the U.S. or its territories? Yes  No
5. Applicant's total number of locations? \_\_\_\_\_  
 State \_\_\_\_\_ County \_\_\_\_\_ Number of Locations \_\_\_\_\_  
 State \_\_\_\_\_ County \_\_\_\_\_ Number of Locations \_\_\_\_\_
6. Applicant's total number of employees? \_\_\_\_\_  
 a. How many employees handle, have access to, or maintain records of money, securities, or other property (including, but not limited to, directors, officers, trustees, and any person handling or having access to employee welfare or benefit plan assets)? \_\_\_\_\_
7. Are bank accounts reconciled on a monthly basis? Yes  No
8. Is reconciliation done by someone not authorized to deposit or withdraw therefrom, at all locations? Yes  No
9. Do you have countersignature of checks or a voucher system in place? Yes  No



10. If "Guests' Property" coverage is elected, please provide the total number of guest rooms: \_\_\_\_\_

**Section I. KIDNAP & RANSOM/EXTORTION** Coverage Requested? Yes  No

Please complete this Section if applying for this coverage.

1. List locations of all resident employees and the number of employees at each country. Please include the USA. (A resident employee is any employee who resides in any one country for more then 6 cumulative months over a one year period of time). Please attach a separate schedule if necessary.

COUNTRY	TOTAL #
USA	

COUNTRY	TOTAL #

Is coverage desired for any of the following: independent contractors, leased or temporary employees, volunteers or students? Yes  No

If Yes, please include these persons in the overall employee count above and specify classification(s) to be included in the quotations: \_\_\_\_\_

2. List anticipated foreign travel by specific country and number of employees traveling to each country. This would include all Non-US based citizens traveling to the USA. (Travel means less than 6 months cumulative travel over a one year period of time). Please attach a separate schedule if necessary.

SPECIFIC COUNTRY	# OF EMPLOYEES

Is coverage desired for any of the following: independent contractors, leased or temporary employees, volunteers or students? Yes  No

If Yes, please include these persons in the overall employee count above and specify classification(s) to be included in the quotations: \_\_\_\_\_

3. Please state any special security precautions or attach details: \_\_\_\_\_

4. Name of Director of Security or equivalent position (if applicable):  
Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Section J. CORPORATE IDENTITY PROTECTION** Coverage Requested? Yes  No

Please complete this Section if applying for this coverage

1. What percentage of annual sales are retail sales or services, meaning sales or services direct to individual consumers?  
0%  1-50%  51-100%

2. Does the Applicant have the following in place:  
a. a person or group responsible for information security? Yes  No   
b. a virus protection program? Yes  No   
c. a firewall? Yes  No   
d. a software update process, including updating patches and anti-virus software? Yes  No



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3. Does the Applicant have a current Information Security Policy which documents security procedures, responsibilities and testing? Yes  No
4. Does the Applicant have a current Information Security Incident Response Plan covering unintended release, theft or loss of personal information? Yes  No
5. Does the Applicant encrypt all sensitive personal information? Yes  No

**Section K. CURRENT INSURANCE DETAILS**

Coverage	Does the Applicant currently have such insurance?	Current Policy Expiration Date	Current Limit	Current Retention	Current Premium	Continuity Date	Current Carrier
Directors and Officers	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$ _____	\$ _____	\$ _____		
Employment Practices	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$ _____	\$ _____	\$ _____		
Fiduciary Liability	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$ _____	\$ _____	\$ _____		
Crime	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$ _____	\$ _____	\$ _____		
Kidnap & Ransom	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$ _____	\$ _____	\$ _____		
Corporate Identity Protection	Yes <input type="checkbox"/> No <input type="checkbox"/>		\$ _____	\$ _____	\$ _____		

**Notice: We may require additional information in order to underwrite this policy such as (but not limited to) claim details, company or plan financials.**

**NOTICE TO ARKANSAS, COLORADO, DISTRICT OF COLUMBIA, LOUISIANA, MAINE, NEW MEXICO, OKLAHOMA, TENNESSEE, VIRGINIA, WASHINGTON, FLORIDA, NEW JERSEY, OHIO, NEW YORK AND KENTUCKY APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY WITH RESPECT TO A CLAIM FOR PAYMENT OF LOSS OR BENEFIT OR IN AN APPLICATION FOR INSURANCE FOR THE PURPOSE OF DEFRAUDING, INJURING OR DECEIVING OR ATTEMPTING TO DEFRAUD, INJURE OR DECEIVE THE COMPANY. ANY SUCH PERSON IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES, IMPRISONMENT, DENIAL OF INSURANCE BENEFITS, CRIMINAL PENALTIES AND CIVIL DAMAGES OR PENALTIES.

ADDITIONAL NOTICE TO NEW YORK APPLICANTS: ANY SUCH PERSON SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION

**ADDITIONAL NOTICE TO COLORADO APPLICANTS:** ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES.

**NOTICE TO PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT DECLARES THAT THE STATEMENTS SET FORTH HEREIN ARE TRUE. THE UNDERSIGNED AUTHORIZED OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE EFFECTIVE DATE OF THE INSURANCE, HE/SHE (UNDERSIGNED) WILL, IN ORDER FOR THE INFORMATION TO BE ACCURATE ON THE EFFECTIVE DATE OF THE INSURANCE, IMMEDIATELY NOTIFY THE INSURER OF SUCH CHANGES, AND THE INSURER MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATIONS OR AGREEMENTS TO BIND THE INSURANCE.



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THE UNDERSIGNED AUTHORIZED OFFICER OF THE APPLICANT HEREBY ACKNOWLEDGES THAT HE/SHE IS AWARE THAT THE LIMIT OF LIABILITY CONTAINED IN THIS POLICY SHALL BE REDUCED, AND MAY BE COMPLETELY EXHAUSTED, BY THE COSTS OF LEGAL DEFENSE AND, IN SUCH EVENT, THE INSURER SHALL NOT BE LIABLE FOR THE COSTS OF LEGAL DEFENSE OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT TO THE EXTENT THAT SUCH EXCEEDS THE LIMIT OF LIABILITY OF THIS POLICY.

SIGNING OF THIS APPLICATION DOES NOT BIND THE APPLICANT OR THE INSURER TO COMPLETE THE INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO AND BECOME PART OF THE POLICY.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS APPLICATION ARE HEREBY INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART HEREOF.

Signed \_\_\_\_\_  
(Applicant)

Attest \_\_\_\_\_

Date \_\_\_\_\_

Broker \_\_\_\_\_

Title \_\_\_\_\_  
(Must be signed by President, Chairman,  
Chief Executive Officer, Chief Financial Officer,  
Executive Director)

License # \_\_\_\_\_

Address \_\_\_\_\_

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**VOLUNTARY COMPLIANCE LOSS RETENTION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that the Retention amount applicable to **Voluntary Compliance Loss** under the FLI **Coverage Section**, and notwithstanding the Retention amount specified in Item 3(A) of the Declarations, shall be \$ \_\_\_\_\_.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**502(c) ERISA PENALTY COVERAGE WITH SUBLIMIT**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that the definition of **Loss** in the FLI **Coverage Section** is amended in part to include the civil penalties imposed upon an **Insured** under Section 502(c) of ERISA, with respect to covered settlements and judgments.

It is further understood and agreed that solely with respect to the coverage provided by this Endorsement, the maximum limit of the Insurer's liability for all such civil penalties in the aggregate shall be \$50,000 (hereinafter "**Sublimit of Liability for 502(c) Civil Penalties**"). This **Sublimit of Liability for 502(c) Civil Penalties** is part of, and not in addition to, the Separate Limit of Liability or Shared Limit of Liability for the FLI **Coverage Section** set forth in Item 3(A) of the Declarations and the Policy Aggregate Limit of Liability set forth in Item 3(B) of the Declarations, and shall in no way serve to increase such Separate Limit of Liability, Shared Limit of Liability or Policy Aggregate Limit of Liability.

Solely with respect to the coverage provided by this Endorsement, it is further understood and agreed that the Insurer shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured** alleging any **Wrongful Act** occurring prior to or after the end of the **Policy Period**. This Policy only provides coverage for **Wrongful Acts** occurring on or after and prior to the end of the **Policy Period** and otherwise covered by this Policy. **Loss** arising out of the same or **Related Wrongful Act** shall be deemed to arise from the first such same or **Related Wrongful Act**.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**502(l) and 502(i) – DELETED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that the first paragraph of the definition of **Loss** in the FLI **Coverage Section** is deleted in its entirety and replaced with the following:

**Loss** means damages, judgments (including pre and post-judgment interest on that part of any covered judgment under this **Coverage Section**), settlements and **Defense Costs**; provided, however, that **Loss** shall not include: (1) civil or criminal fines or penalties imposed by law, except (i) to the extent set forth in Item 7(d) of the Declarations for **Voluntary Compliance Loss**, (ii) **UK Fines and Penalties**, and (iii) to the extent set forth in Item 7(e) of the Declarations for **HIPAA Penalties**; (2) the multiplied portion of multiplied damages; (3) taxes or tax penalties; (4) any amount for which an **Insured** is not financially liable or which is without legal recourse to the **Insured**; (5) **Benefits**, or that portion of any settlement or award in an amount equal to such **Benefits**, unless and to the extent that recovery of such **Benefits** is based upon a covered **Wrongful Act** and is payable as a personal obligation of an **Individual Insured**; or (6) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

---

AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ACTUARIAL ERRORS AND OMISSIONS EXCLUSION**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the premium charged, it is hereby understood and agreed that, solely with respect to **Loss** as may have otherwise been covered under the FLI **Coverage Section**, the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** alleging, arising out of, based upon or attributable to any actuarial act, error, omission or assumption.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ADDITIONAL LIMIT FOR DEFENSE COSTS**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the General Terms and Conditions.

In consideration of the premium charged, it is hereby understood and agreed that the following clause shall be added to Clause 6(a) of the General Terms and Conditions:

There shall also be an Additional Limit of Liability for Defense Costs for that part of **Loss** constituting **Defense Costs** incurred in connection with all **Claims** first made against the **Insured** during the **Policy Period** or the Discovery Period (if applicable) under the **FLI Coverage Section**. THE ADDITIONAL LIMIT OF LIABILITY FOR DEFENSE COSTS SHALL BE IN ADDITION TO AND NOT PART OF THE LIMIT OF LIABILITY STATED IN ITEMS 3(A) AND 3(B) OF THE DECLARATIONS. **Loss** constituting **Defense Costs** shall first reduce the Additional Limit of Liability for Defense Costs. Should the Additional Limit of Liability for Defense Costs become exhausted, then subsequent **Defense Costs** will reduce the other Limits of Liability as stated in Items 3(A) and 3(B) of the Declarations. The Additional Limit of Liability for Defense Costs for the **FLI Coverage Section** shall be an equal to the amount of the Limit of Liability for the **FLI Coverage Section** as stated in Item 3(A) of the Declarations.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

**ADDITIONAL LISTED PLAN(S) – AP**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Endorsement amends the FLI **Coverage Section**.

In consideration of the additional premium of \$ \_\_\_\_\_, it is hereby understood and agreed that, with respect to the FLI **Coverage Section**, the Definition of **Plan** shall also include the following listed **Plan(s)**, subject to the corresponding **Continuity Date**:

**PLAN(S)**

**CONTINUITY**

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. forms a part of Policy

No. issued to by

**CONTINUITY DATES AMENDED**

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

In consideration of the premium charged, it is hereby understood and agreed that, with respect the D&O **Coverage Section**, Item 3(A) of the Declarations entitled CONTINUITY DATES is hereby deleted in its entirety and replaced with the following:

CONTINUITY DATES:

Coverages A and B: \_\_\_\_\_

Coverage C: \_\_\_\_\_

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

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

This endorsement, effective 12:01 a.m. forms a part of Policy  
No. issued to by

## AMENDATORY ENDORSEMENT

### ARKANSAS

This Endorsement modifies insurance provided under the following:

AIG NOT-FOR-PROFIT RISK PROTECTOR SB EDITION<sup>SM</sup>

This Policy is amended as follows:

1. The definition of **Loss** in the **DEFINITIONS** Clause of the D&O, EPL, FLI, and CIP **Coverage Section(s)**, if purchased, is modified to the extent necessary to provide the following:

Punitive Damages are those damages imposed to punish a wrong doer or to deter others from similar conduct.

2. Clause 10. **DISCOVERY CLAUSE** of the General Terms and Conditions is modified to the extent necessary to provide the following:

The right to a Discovery Period applies in the event the Named Organization or the Insurer cancels this Policy or refuses to renew any **Coverage Section** for any reason.

The Named Organization shall have the right to a period of sixty (60) days after the effective date of cancellation or nonrenewal (herein referred to as the "Automatic Discovery Period") at no additional premium in which to give to the **Insurer** written notice of **Claims** first made against the **Insureds** during said Automatic Discovery Period for any **Wrongful Act** occurring prior to the end of the **Policy Period** and otherwise covered by this Policy.

The Insurer shall advise the Named Organization of the availability of, the premium for, and the importance of purchasing the Discovery Period.

The premium for the Discovery Period shall be based upon the rates and rating rules in effect at the inception date of the **Policy Period**.

If the Discovery Period is elected by the Named Organization, the Named Organization shall be provided, upon written request, the following loss information within thirty (30) days of the Named Organization's written request and within fifteen (15) days after notice of cancellation or nonrenewal is issued:

- i. aggregate information in total for closed **Claims**, including the date and description of any **Wrongful Acts**, and any paid **Losses**;
  - ii. aggregate information in total for open **Claims**, including the date, description of any **Wrongful Acts**, amount of any payments if any, and estimate of reserves if any; and
  - iii. information on notice of any occurrence, including the date, description of any occurrence, and estimate of reserves if any.
3. Subsection (a) of Clause 6. **LIMIT OF LIABILITY** of the General Terms and Conditions is modified to the extent necessary to provide the following:

In the event that the Discovery Period applies to more than one **Coverage Sections**, the Policy Aggregate Limit of Liability and any applicable Separate Limit of Liability or Shared Limit of Liability for the Discovery Period, if elected, shall be equal to the greater of the amount of coverage remaining in the expiring policy or fifty percent (50%) of such limits of liability in effect at the inception of the **Policy Period**. In the event that the Discovery Period solely applies to a particular **Coverage Section**, the Separate Limit of Liability or Shared Limit of Liability applicable to such **Coverage Section** for the Discovery Period shall be the greater of the amount of coverage remaining in the expiring policy or fifty percent (50%) of the Separate Limit of Liability or Shared Limit of Liability in effect at the inception of the **Policy Period**; provided that (i) in the case of a Shared Limit of Liability, such Shared Limit of Liability shall only be applicable to **Claims** that are subject to the **Coverage Section** to which the Discovery Period applies, and (ii) the Policy Aggregate Limit of Liability applicable to **Claims** that are subject to the **Coverage Section** to which the Discovery Period applies shall be equal to the amount of the Separate Limit of Liability or the Shared Limit of Liability applicable to such **Coverage Section**.

4. If the KRE **Coverage Section** is purchased, Paragraph i. Appraisal of Clause 6. **"GENERAL CONDITIONS"** of the KRE **Coverage Section** is modified to the extent necessary to provide the following:
  - i. The decision to enter into the appraisal process shall be mutual between the Insurer and the Named Organization.
  - ii. The determination of an award shall be non-binding.
5. If the KRE **Coverage Section** is purchased, Paragraph m. Actions Against the Insurer of Clause 6. **GENERAL CONDITIONS** of the KRE **Coverage Section** is modified to the extent necessary to provide the following:

A suit, action or proceeding for recovery for any **Loss** under this Policy must be commenced within five (5) years next after a Statement of Loss has been filed with the Insurer by the Named Organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
Filing Company: National Union Fire Insurance Company of State Tracking Number: EFT \$50  
Pittsburgh, Pa.  
Company Tracking Number: AIC-07-MP-13  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
Liability  
Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125370547 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: EFT \$50  
Company Tracking Number: AIC-07-MP-13  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
Liability  
Product Name: NOT FOR PROFIT RISK PROTECTOR SB EDITION  
Project Name/Number: NOT FOR PROFIT RISK PROTECTOR SB EDITION/AIC-07-MP-13

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document- Property & Casualty  
**Review Status:** Approved 12/26/2007

**Comments:**

**Attachments:**

NAIC TRANSMITTAL DOC.pdf  
r forms listing.pdf

### Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
American International Group Inc.	012

<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
National Union Fire Insurance Company of Pittsburgh, PA	PA	19445	25-0687550	

<b>5. Company Tracking Number</b>	AIC-07-MP-13
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Lakesha Houser	Filings Analyst	212-458-5950	212-458-7077	<a href="mailto:Lakesha.Houser@aig.com">Lakesha.Houser@aig.com</a>
	175 Water Street- 17 <sup>th</sup> Floor New York, NY 10038				
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Lakesha Houser		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	COMMERCIAL MULTI PERIL
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 12-30-2008      Renewal: 12-30-2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	NA
<b>17. Reference Organization # &amp; Title</b>	NA
<b>18. Company's Date of Filing</b>	11-30-2007
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AIC-07-MP-13
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The above-referenced companies submit for your review and approval their AIG NOT-FOR-PROFIT RISK PROTECTOR<sup>SM</sup> SB EDITION<sup>SM</sup> Program SB Version. This program consists of a package of management and liability coverages for non-profits, with revenues of \$10M or less, excluding Healthcare organizations, which provide acute medical care services in a facility licensed as a hospital. It includes coverages for directors and officers liability, employment practices liability, fiduciary liability, errors and omissions, crime and kidnap, ransom and extortion.

Please refer to the attached Forms Listing for information about the forms included in this submission.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: EFT MAILED AS PAYMENT**  
**Amount: \$50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**FORM FILING SCHEDULE**

(This form must be provided **ONLY** when making a filing that includes forms)  
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<b>1. This filing transmittal is part of Company Tracking #</b>					
<b>2. This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)					
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	DECLARATIONS PAGE	95957 (10/07)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	GENERAL TERMS AND CONDITIONS	95958 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	D&O COVERAGE SECTION	95959 (10/07)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	EPL COVERAGE SECTION	95960 (10/07)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	FLI COVERAGE SECTION	95961 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	CIP COVERAGE SECTION	95962 (10/07)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	KRE COVERAGE SECTION	95963 (10/07)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	CRIME COVERAGE SECTION	95964 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	AR STATE AMENDATORY ENDORSEMENT	95986 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	ADDITIONAL INSURED ENDORSEMENT CODEFENDANT COVERAGE	96027 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

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11	RUN OFF ENDORSEMENT	96040 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	CAPTIVE INSURANCE COMPANY EXCLUSION WITH SPECIFIC CAPTIVE CARVEOUT AND SPECIFIC E&O EXCLUSION	96046 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	DISPUTE RESOLUTION PROCESS AMENDED ENDORSEMENT	96049 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	BANKRUPTCY INSOLVENCY AND CREDITORS EXCLUSION	96050 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	PRIOR ACTS EXCLUSION	96053 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION	96054 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	SPECIFIC CLAIMS/ LITIGATION EXCLUSION	96055 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	STRIKES. SLOWDOWNS. WORKSTOPPAGES AND LOCKOUTS EXCLUSION	96057 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	FOR PROFIT SUBSIDIARY COVERAGE DELETED	96058 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	TOTAL TERRORISM EXCLUSION	96059 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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21	IRS TAX EXEMPT CERTIFICATION EXCLUSION	96137 (10/07)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	BIG APPLE ENDORSEMENT	96163 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	ADR CLAUSE DELETED ENDORSEMENT	96210 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	POLICY CANCELLATION ENDORSEMENT	96211 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	POLICY REINSTATEMENT ENDORSEMENT (AFTER CANCELLATION FOR NON PAYMENT OF PREMIUM)	96212 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	RETENTION WAIVER ENDORSEMENT	96213 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	ITEM 2 OF THE DECLARATIONS AMENDED ENDORSEMENT	96214 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	CAPTIVE INSURANCE COMPANY EXCLUSION WITH SPECIFIC CAPTIVE CARVEOUT AND SPECIFIC E&O EXCLUSION ( <b>NY only</b> )	96215 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	CAPTIVE INSURANCE COMPANY EXCLUSION	96216 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	COMMISSIONS EXCLUSION	96217 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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31	ITEM 1 OF THE DECLARATIONS AMENDED ENDORSEMENT	96218 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	ANTITRUST CLAIMS SPERERATE RETENTION AND SUBLIMIT OF LIABILITY	96017 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	ANTITRUST CLIAM SUBLIMIT OF LIABILITY	96018 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	PENDING AND PRIOR LITIFATOIN AND KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS (W/ LIMITS AMENDED)	96019 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	SPEIFIC INDIVIDUAL EXCLIUSON CLAIMS BROUGHT BY OR AGAINST	96020 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	SPEIFIC CLAIMS EXLCUSION (ART)	96021 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	SPECIFIC ENTITY EXCLUSION CLAIMS BROUGHT BY OR AGAINST	96022 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	SUBSIDIARY ADDITION TO THE DEFINITION OF SUBSIDIARY	96023 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	DEFAMATION SUBLIMIT OF LIABILITY	96024 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	FEDERAL IMMIGRATION AND	96025 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

	NATIONALITY ACT CLIAMS COVERAGE WITH SUBLIMIT				
41	PAC ENDORSEMENT	96026 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42	ACCREDIATION AND PEER REVIEW CLIAMS CUBLIMIT OF LIABILITY- SEPARATE RETENTION	96028 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
43	ACCREDITATION AND PEER REVIEW CLAIMS SEPARATE RETENTION	96029 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
44	CONTINUNITY DATE EXCESS LIMITS	96030 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45	CONTINUTIY DATES AMENDED	96031 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46	ENDORSEMENT DELETED	96032 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	NAMED ORGANIZATION AMENDED	96033 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	ANTITRUST CLAIMS SEPARATE RETENTION AND SUBLIMIT OF LIBAILITY AND COINSURANCE	96034 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	PENDING AND PRIOR LITITGAIONT AND KNOWN WORNNGFUL ACTS EXCLUSION FOR EXCESS LIMITS	96036 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	PUNITIVE DAMAGES SUBLIMIT OF LIABILITY	96038 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51	SEXCUAL MISCONDUCT COVERAGE WITH SUBLIMIT AND SEPEARATE RETENTION	96042 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
52	ALTERNATE APPLICATION RELIANCE	96044 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

	ENDORSEMENT				
53	SOCIAL SERVICES ORGANIZATION AMENDATORY	96045 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54	DONOR DISPUTE ARBITRATION COVERAGE WITH SUBLIMIT	96047 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
55	INDIVIDUAL LABOR LEADER COVERAGE	96048 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
56	BROADCASTING LIABILITY EXCLUSION	96051 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
57	GOVERNMENTAL FUNDING EXCLUSION	96052 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
58	SPONSORED SERVICES EXCLUSION	96056 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
59	TRADING ACTIVITIES EXCLUSION	96060 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
60	DEFAMATION EXCLUSION	96061 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
61	ANTITRUST EXCLUSION	96063 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
62	BONDHOLDER EXCLUSION	96064 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
63	DEVELOPMENT EXCLUSION	96132 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
64	FAILURE TO MAINTAIN INSURANCE EXCLUSION WITH CARVEOUT FOR NONINDEMNIFIABLE LOSS	96133 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
65	FAILURE TO MAINTAIN INSURANCE EXCLUSION	96134 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
66	FIRST AMENDMENT COVERAGE	96135 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
67	ACCREDITATION EXCLUSION	96136 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
68	LIBRARY ACCESS COVERAGE	96138 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

69	PROFESSIONAL ERRORS AND OMMISSIONS EXCLUSION DERIVATIVE CLAIMS CARVE OUT	96140 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
70	PROFESSIONAL ERRORS AND OMMISSIONS EXCLUSION	96141 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
71	REGULATORY EXCLUSION	96142 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
72	DELETE IRS FINES AND REGULATORY LEGISLATION FINES AND PENALTIES COVER ENDORSEMENT	96143 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
73	NOT FOR PROFIT COUNTRY CLUB AMENDATORY	96145 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
74	NON EMPLOYMENT DISCRIMINATION CLAIMS SUBLIMIT	96035 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
75	SEPARATE RETENTION FOR EPLI AND CLASS ACTION CLAIMS ENDORSEMENT	96041 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
76	CLAIM DEFINITION AMENDED EXCLUDE EEOC	96065 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
77	SCHEDULE OF SUBSIDIARIES AND SUBLIMITS OF LIABILITY ENDORSEMENT	96043 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
78	RELIGIOUS AMENDATORY	96139 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
79	GOVERNMENT ENTITY INVESTIGATION COVERAGE	96219 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
80	REINSTATEMENT OF LIMIT EXCESS STANDARD	96037 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
81	RETENTION AMENDED SEPARATE RETENTION FOR CONTRACT	96039 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

	CLAIMS				
82	HIGHER EDUCATION ORGANIZATION NOT-FOR-PROFIT AMENDATORY ENDORSEMENT	96146 (10/07)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
83	EDUCATIONAL ORGANIZATION NOT-FOR-PROFIT AMENDATORY ENDROSEMENT	96148 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
84	NOT FOR PROFIT HEALTH CARE EDUCATION ORGANIZATION COVERAGE EXTENSION	96149 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
85	NOT FOR PROFIT HEALTH CARE ORGANIZATION AMENDATORY ENDORSEMENT	96150 (10/07)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
86	LABOR UNION ENDORSEMENT	96062 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
87	DELETION OF 3 <sup>rd</sup> PARTY COVERAGE	96131 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
88	LABOR ORGANIZATION APPRENTICESHIP TRAINING AMENDATORY ENDORSEMENT	96144 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
89	CHARTER SCHOOL AMENDATORY ENDORSEMENT	96147 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
90	DEDUCTIBLE EXTORTION ENDORSEMENT	95982 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
91	EMPLOYEE (S) REDEFINED	95983 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
92	TERRITORY AMENDATORY ENDORSEMENT	95984 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
93	ADD CREDIT, DEBIT, OR CHARGE CARD FORGERY	96151 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
94	ADDITIONAL NAMED INSURED	96152 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
95	AGGREGATE LIMIT OF	96153 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement		

	INSURANCE ENDORSEMENT		<input type="checkbox"/> Withdrawn		
96	COINSURANCE	96154 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
97	EXCLUDE SPECIFIED PROPERTY	96155 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
98	EXCLUDED DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES	96156 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
99	GUESTS' PROPERTY	96157 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
100	INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES	96158 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
101	INCLUDE SPECIFIED DIRECTORS AND TRUSTEES ON COMMITTEES AS EMPLOYEES	96159 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
102	JOINT LOSS PAYABLE	96160 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
103	INCLUDE SPECIFIED NON COMPENSATED OFFICERS AS EMPLOYEES	96161 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
104	PRIOR THEFT OR DISHONESTY	96162 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
105	PROTECTIVE DEVICES	96164 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
106	REVISION OF DISCOVERY	96165 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
107	SUBSEQUENT SUSTAINED LOSS EXCLUSION	96166 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
108	AMENDED TERRITORIAL LIMITS	96167 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
109	ATM EXCLUSION	96168 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
110	CLIENT'S PROPERTY	96169 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

111	CRIME ADVANTAGE	96170 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
112	EXCLUDE LOSS OF CLIENTS PROEPTY	96171 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
113	FUNDS TRANSFER FRAUD	96172 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
114	INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEEES	96173 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
115	DEFINITION OF ADMINISTRATIVE ACTION AMENDED	96175 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
116	CLAIM DEFINITION AMENDATORY ENDORSEMENT	96176 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
117	FAIR AND ACCURATE CREDIT TRANSACTIONS ACT EXCLUSION AMENDATORY ENDORSEMENT	96177 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
118	COINSURANCE ENDORSEMENT	96180 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
119	CONTINUITY DATE AMENDATORY ENDORSEMENT	96181 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
120	NOTICE PERIOD DEFINITION AMENDED	96182 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
121	POST EVENT SERVICES OF SUBLMIT OF INSURANCE ENDORSEMENT	96183 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
122	ADDITIONAL LISTED PLANS	96184 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
123	AUTO PLAN THRESHOLD	96185 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
124	BENEFITS WORDING AMENDED	96186 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
125	CASH BALANCE AND PENSION EQUITY PLAN	96187 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

	EXCLUSION				
126	CLAUSE 12 AMENDED WAIVER FOR SPECIFIC TRANSACTIONS	96188 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
127	CONTINUITY DATE AMENDED	96189 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
128	FAILURE TO EFFECT OR MAINTAIN BOND EXCLUSION	96190 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
129	FAILURE TO EFFECT OR MAINTAIN BOND EXCLUSION	96191 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
130	FULL GOVERNMENT AND REGULATORY EXCLUSION	96192 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
131	MULTIEMPLOYER EXTENSION ENDORSEMENT	96193 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
132	PENDING AND PRIOR LITIGATION KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS	96194 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
133	PRIOR ACTS EXCLUSION FOR EXCESS COVERAGE	96195 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
134	PRIOR ACTS EXCLUSION	96196 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
135	REVERSION OF ASSETS EXCLUSION-general	96197 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
136	REVERSION OF ASSETS EXCLUSION- plan termination	96198 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
137	SPECIFIC INVESTIGATION/ LITIGATION/ EVENT OR ACT EXCLUSION	96199 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
138	SPECIFIC INVESTMENT EXCLUSION	96200 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
139	SPECIFIC LITIGATION EXCLUSION	96201 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

140	SPONSOR ORGANIZATION SECURITIES SEPARATE RETENTION	96202 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
141	STOCK FLUCTUATION EXCLUSION	96203 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
142	VOLUNTARY COMPLIANCE LOSS RETENTION	96204 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
143	502 (C) ERISA PENTALTY COVERAGE WITH SUBLIMIT	96205 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
144	502 (I) AND 502 (i) DELETED	96206 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
145	ACTUARIAL ERROS AND OMMISSION EXCLUSION	96207 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
146	ADDITIONAL LIMIT FOR DEFENSE COSTS	96208 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
147	ADDITIONAL LISTED PLAN(S) AP	96209 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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<b>Exhibit A</b>				
Form Title	Form No.	Form Type	Description of Form	
Declarations Page	95957 (10/07)	D	That part of the policy which includes the name and address of the insured, its location and description, the policy period, the amount of coverage, applicable premium and supplemental information provided by the insured.	
General Terms and Conditions	95958 (10/07)	P	General Terms, Conditions and Limitations. Applicable to all Coverage Sections.	
D&O Coverage Section	95959 (10/07)	P	Provides D&O coverage.	
EPL Coverage Section	95960 (10/07)	P	Provides Employment Practices Liability coverage.	
FLI Coverage Section	95961 (10/07)	P	Provides Fiduciary Liability coverage.	
CIP Coverage Section	95962 (10/07)	P	Provides Corporate Identity Protection coverage.	
KRE Coverage Section	95963 (10/07)	P	Provides Kidnap, Ransom and Extortion Coverage	
Crime Coverage Section	95964 (10/07)	P	Provides Crime coverage.	
Application	95955 (10/07)	A	A form on which the prospective insured states facts requested by the insurer on the basis of which, together with information from other sources, the insurer decides whether to accept the risk, modify the coverage offered, or decline the risk.	
<b>State Amendatory Endorsements</b>				
AR AMENDATORY ENDORSEMENT	95986 (10/07)	E		
<b>GT Endorsements</b>				
ADDITIONAL INSURED ENDORSEMENT CO-DEFENDANT COVERAGE	96027 (10/07)	E	Adds an additional entity or individual for policy coverage.	
RUN-OFF ENDORSEMENT	96040 (10/07)	E	Provides run-off coverage.	
CAPTIVE INSURANCE COMPANY EXCLUSION WITH SPECIFIC CAPTIVE CARVE-OUT AND SPECIFIC E&O EXCLUSION	96046 (10/07)	E	Provides carve-out to Captive Exclusion for specific entity subject to E&O Exclusion.	
DISPUTE RESOLUTION PROCESS AMENDED ENDORSEMENT	96049 (10/07)	E	Provides ADR process for coverage disputes.	
BANKRUPTCY INSOLVENCY AND CREDITORS EXCLUSION	96050 (10/07)	E	Excludes coverage for bankruptcy and creditor Claims.	
PRIOR ACTS EXCLUSION	96053 (10/07)	E	Excludes Claims arising out of any Wrongful Act prior to inception.	
SEXUAL MISCONDUCT AND CHILD ABUSE EXCLUSION	96054 (10/07)	E	Excludes liability rising out of Sexual Misconduct events.	
SPECIFIC CLAIMS / LITIGATION EXCLUSION	96055 (10/07)	E	Clarifies that specific pending litigation, Claims or known acts are excluded.	

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STRIKES, SLOWDOWNS, WORKSTOPPAGES AND LOCKOUTS EXCLUSION	96057 (10/07)	E	Named labor events are excluded from coverage.
FOR-PROFIT SUBSIDIARY COVERAGE DELETED	96058 (10/07)	E	Deletes automatic for-profit subsidiary coverage from policy.
TOTAL TERRORISM EXCLUSION	96059 (10/07)	E	Excludes terrorism Loss where Insured has rejected TRIA coverage.
IRS TAX EXEMPT CERTIFICATION EXCLUSION	96137 (10/07)	E	Provides coverage for a "non-profit" entity which does not have or is pending confirmation of non-taxable status under the IRC. Excludes Claims arising out of the failure to receive or maintain such status.
BIG APPLE ENDORSEMENT	96163 (10/07)	E	Provides seven sublimit coverages.
ADR CLAUSE DELETED ENDORSEMENT	96210 (10/07)	E	Deletes mandatory ADR of coverage disputes.
POLICY CANCELLATION ENDORSEMENT	96211 (10/07)	E	Cancels Policy coverage.
POLICY REINSTATEMENT ENDORSEMENT (AFTER CANCELLATION FOR NON-PAYMENT OF PREMIUM)	96212 (10/07)	E	Reinstates policy coverage upon premium payment.
RETENTION WAIVER ENDORSEMENT	96213 (10/07)	E	Waives a portion of Retention in specified events.
ITEM 2 OF THE DECLARATIONS AMENDED ENDORSEMENT	96214 (10/07)	E	Amend Item 2 of Declarations page.
CAPTIVE INSURANCE COMPANY EXCLUSION WITH SPECIFIC CAPTIVE CARVE-OUT AND SPECIFIC E&O EXCLUSION (NEW YORK ONLY)	96215 (10/07)	E	Eliminates coverage for Claims arising out of any captive insurance company other than that specified on endorsement, and subjects such coverage to an E&O exclusion.
CAPTIVE INSURANCE COMPANY EXCLUSION	96216 (10/07)	E	Eliminates coverage for Claims arising out of any captive insurance company.
COMMISSIONS EXCLUSION	96217 (10/07)	E	Eliminates coverage for Claims arising out of or related to bribery or other specified conduct.
ITEM 1 OF THE DECLARATIONS AMENDED ENDORSEMENT	96218 (10/07)	E	Amends Item 1 of Declarations page.
<b>D&amp;O Endorsements</b>			
ANTITRUST CLAIMS SEPARATE RETENTION AND SUBLIMIT OF LIABILITY	96017 (10/07)	E	Provides stated amount of antitrust Claim coverage an antitrust Retention.
ANTITRUST CLAIMS SUBLIMIT OF LIABILITY	96018 (10/07)	E	Provides stated amount of antitrust Claim coverage.
PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS (WITH LIMITS AMENDED)	96019 (10/07)	E	Clarifies exclusion of pending, prior or known acts at inception or increase of limit on policy.
SPECIFIC INDIVIDUAL EXCLUSION CLAIMS BROUGHT BY OR AGAINST	96020 (10/07)	E	Excludes Claims made by or against a specific individual.
SPECIFIC CLAIMS EXCLUSION (ART)	96021 (10/07)	E	Excludes specific pending litigation or Claims.
SPECIFIC ENTITY EXCLUSION CLAIMS BROUGHT BY OR AGAINST	96022 (10/07)	E	Excludes Claims made by or against a specific entity.
SUBSIDIARY - ADDITION TO THE DEFINITION OF SUBSIDIARY	96023 (10/07)	E	Adds an additional entity or entities for policy coverage.

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DEFAMATION SUB-LIMIT OF LIABILITY	<a href="#">96024 (10/07)</a>	E	Provides stated amount of defamation Claim coverage.
FEDERAL IMMIGRATION AND NATIONALITY ACT CLAIMS COVERAGE WITH SUBLIMIT	<a href="#">96025 (10/07)</a>	E	Provides coverage for unintentional violation of federal statute.
PAC ENDORSEMENT	<a href="#">96026 (10/07)</a>	E	Clarifies that PAC coverage is provided in reliance upon FEC filings.
ACCREDITATION AND PEER REVIEW CLAIMS SUBLIMIT OF LIABILITY - SEPARATE RETENTION	<a href="#">96028 (10/07)</a>	E	Provides stated amount of accreditation and peer review Claim coverage.
ACCREDITATION AND PEER REVIEW CLAIMS SEPARATE RETENTION	<a href="#">96029 (10/07)</a>	E	Provides stated separate Retention for accreditation and peer review Claim coverage.
CONTINUITY DATE EXCESS LIMITS	<a href="#">96030 (10/07)</a>	E	Provides separate Continuity Date for excess limits layer.
CONTINUITY DATES AMENDED	<a href="#">96031 (10/07)</a>	E	Amend Continuity Date on policy.
ENDORSEMENT DELETED	<a href="#">96032 (10/07)</a>	E	Deletes a current policy endorsement.
NAMED ORGANIZATION AMENDED	<a href="#">96033 (10/07)</a>	E	Amends name of Named Organization on policy.
ANTITRUST CLAIMS SEPARATE RETENTION AND SUBLIMIT OF LIABILITY AND COINSURANCE	<a href="#">96034 (10/07)</a>	E	Provides separate Retention and stated amount of antitrust Claim coverage.
PENDING AND PRIOR LITIGATION AND KNOWN WRONGFUL ACTS EXCLUSION FOR EXCESS LIMITS	<a href="#">96036 (10/07)</a>	E	Clarifies that specific pending litigation or Claims or known acts are excluded from excess layer.
PUNITIVE DAMAGES SUB-LIMIT OF LIABILITY	<a href="#">96038 (10/07)</a>	E	Provides stated amount of punitive damages coverage.
SEXUAL MISCONDUCT COVERAGE WITH SUBLIMIT AND SEPARATE RETENTION	<a href="#">96042 (10/07)</a>	E	Provides coverage for vicarious liability arising out of Sexual Misconduct events.
ALTERNATE APPLICATION RELIANCE ENDORSEMENT	<a href="#">96044 (10/07)</a>	E	Treats representations made on application of other carrier as if they were made to AIG.
SOCIAL SERVICES ORGANIZATION AMENDATORY	<a href="#">96045 (10/07)</a>	E	Provides specialized coverage for social service entities.
DONOR DISPUTE ARBITRATION COVERAGE WITH SUBLIMIT	<a href="#">96047 (10/07)</a>	E	Provides coverage for arbitration of certain donor disputes.
INDIVIDUAL LABOR LEADER COVERAGE	<a href="#">96048 (10/07)</a>	E	Paid for by individual, provides Defense Costs coverage with regard to certain types of allegations which Unions are prohibited from indemnifying or insuring under Taft-Hartley act.
BROADCASTING LIABILITY EXCLUSION	<a href="#">96051 (10/07)</a>	E	Excludes coverage for broadcasting activities.
GOVERNMENTAL FUNDING EXCLUSION	<a href="#">96052 (10/07)</a>	E	Clarifies that Loss does not include set-off or return of government funds received by insured.
SPONSORED SERVICES EXCLUSION	<a href="#">96056 (10/07)</a>	E	Clarifies that entities "sponsored" by or not subsidiaries of, the Named Organization, are excluded from coverage.
TRADING ACTIVITIES EXCLUSION	<a href="#">96060 (10/07)</a>	E	Clarifies that securities exclusion applies to commodity trading.
DEFAMATION EXCLUSION	<a href="#">96061 (10/07)</a>	E	Excludes coverage for defamation Claims.

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	ANTITRUST EXCLUSION	<a href="#">96063 (10/07)</a>	E	Excludes antitrust Claims
	BONDHOLDER EXCLUSION	<a href="#">96064 (10/07)</a>	E	Claims by all bondholders of the Named Organization are excluded form coverage.
	DEVELOPMENT EXCLUSION	<a href="#">96132 (10/07)</a>	E	Excludes coverage for Claims arising out of the development of real property.
	FAILURE TO MAINTAIN INSURANCE EXCLUSION WITH CARVEOUT FOR NON-INDEMNIFIABLE LOSS	<a href="#">96133 (10/07)</a>	E	Provides carve-back for non-indemnifiable Claims to Failure to Maintain Insurance Exclusion.
	FAILURE TO MAINTAIN INSURANCE EXCLUSION	<a href="#">96134 (10/07)</a>	E	Excludes Claims arising out of failure to maintain adequate insurance coverage.
	FIRST AMENDMENT COVERAGE	<a href="#">96135 (10/07)</a>	E	Provides coverage for challenges to exercise of Insured's 1st Amendment rights.
	ACCREDITATION EXCLUSION	<a href="#">96136 (10/07)</a>	E	Excludes coverage for Claims arising out of insureds accreditation process.
	LIBRARY ACCESS COVERAGE	<a href="#">96138 (10/07)</a>	E	Provides coverage for challenges to a library's policy regarding computer or book access.
	PROFESSIONAL ERRORS & OMISSIONS EXCLUSION DERIVATIVE CLAIMS CARVE-OUT	<a href="#">96140 (10/07)</a>	E	Provide derivative Claim coverage for Claims arising out of professional errors or omissions.
	PROFESSIONAL ERRORS & OMISSIONS EXCLUSION	<a href="#">96141 (10/07)</a>	E	Excludes Claims arising out of the performance of a professional service for a third party for a fee.
	REGULATORY EXCLUSION	<a href="#">96142 (10/07)</a>	E	Excludes Claims arising out of actions of governmental regulators.
	DELETE IRS FINES AND REGULATORY LEGISLATION FINES AND PENALTIES COVER ENDORSEMENT	<a href="#">96143 (10/07)</a>	E	Excludes coverage for IRS fines & stated regulatory fines.
	NOT FOR PROFIT COUNTRY CLUB AMENDATORY	<a href="#">96145 (10/07)</a>	E	Provides coverages specific to country club management.
<b>EPL Endorsements</b>				
	NON-EMPLOYMENT DISCRIMINATION CLAIMS SUBLIMIT	<a href="#">96035 (10/07)</a>	E	Specificies limit for Non-Employment Discrimination Claims.
	SEPARATE RETENTION FOR EPLI AND CLASS ACTION CLAIMS ENDORSEMENT	<a href="#">96041 (10/07)</a>	E	Provides stated Retention for EPLI & Class Action Claims.
	CLAIM DEFINITION AMENDED EXCLUDE EEOC	<a href="#">96065 (10/07)</a>	E	Clarifies that "Claims" will not include administrative or EEOC proceedings and that policy notice and reporting requirements will not apply thereto.
<b>GT and D&amp;O ENDORSEMENT</b>				
	SCHEDULE OF SUBSIDIARIES AND SUBLIMITS OF LIABILITY ENDORSEMENT	<a href="#">96043 (10/07)</a>	E	Provides sublimits of liability for listed subsidiaries.
	RELIGIOUS AMENDATORY	<a href="#">96139 (10/07)</a>	E	Clarifies coverage regarding religious organization structure - includes Sexual Misconduct exclusion.

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	GOVERNMENT ENTITY INVESTIGATION COVERAGE	96219 (10/07)	E	Provides Sublimits of Defense Cost coverage for Claims arising out of specified government investigations.
<b>D&amp;O and EPL Endorsements</b>				
	REINSTATEMENT OF LIMIT EXCESS STANDARD	96037 (10/07)	E	Provides ability for insured to purchase additional limits at stated price during policy period.
	RETENTION AMENDED SEPARATE RETENTION FOR CONTRACT CLAIMS	96039 (10/07)	E	Provides stated Retention for contract Claims.
	HIGHER EDUCATION ORGANIZATION NOT-FOR-PROFIT AMENDATORY ENDORSEMENT	96146 (10/07)	E	Provides coverages specific to complex educational organizations includes coverage for Educators' Legal Liability.
	EDUCATIONAL ORGANIZATION NOT-FOR-PROFIT AMENDATORY ENDORSEMENT	96148 (10/07)	E	Provides coverages specific to less complex educational organizations includes coverage for Educators's Legal Liability.
	NOT-FOR-PROFIT HEALTH CARE EDUCATION ORGANIZATION COVERAGE EXTENSION	96149 (10/07)	E	Provides coverages specific to healthcare Organizations with educational exposures - includes Educators' Legal Liability coverage.
	NOT-FOR-PROFIT HEALTH CARE ORGANIZATION AMENDATORY ENDORSEMENT	96150 (10/07)	E	Provides coverages specific to complex healthcare organizations.
<b>GT and D&amp;O and EPL Endorsements</b>				
	LABOR UNION ENDORSEMENT	96062 (10/07)	E	Provides coverage for unique liability of labor unions - includes strikes/lockouts exclusion.
	DELETION OF THIRD PARTY COVERAGE	96131 (10/07)	E	Excludes coverage for "non-employment discrimination".
	LABOR ORGANIZATION APPRENTICESHIP TRAINING AMENDATORY ENDORSEMENT	96144 (10/07)	E	Adds educational liability coverage to Labor Union Coverage.
	CHARTER SCHOOL AMENDATORY ENDORSEMENT	96147 (10/07)	E	Combines coverage found in Education Endorsement 96147 with coverage for grant and retention of state charter and automatic inclusion of management company.
<b>KRE Endorsements</b>				
	DEDUCTIBLE EXTORTION ENDORSEMENT	95982 (10/07)	E	Provides specific Retention for Extortion coverage.
	EMPLOYEE(S) REDEFINED	95983 (10/07)	E	Adds coverage for additional specified individual including independent contractors.
	TERRITORY AMENDATORY ENDORSEMENT	95984 (10/07)	E	Expands coverage worldwide with certain country exceptions.
<b>CRIME Endorsements</b>				
	ADD CREDIT, DEBIT OR CHARGE CARD FORGERY	96151 (10/07)	E	Adds credit/debit/charge forgery to the "forgery or alteration" coverage agreement.
	ADDITIONAL NAMED INSURED	96152 (10/07)	E	Adds additional insureds / employee benefit plans onto the policy.
	AGGREGATE LIMIT OF INSURANCE ENDORSEMENT	96153 (10/07)	E	Converts form from a per occurrence limit to aggregate.
	COINSURANCE	96154 (10/07)	E	Applies a coinsurance % to any loss.

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	EXCLUDE SPECIFIED PROPERTY	<a href="#">96155 (10/07)</a>	E	Excludes an listed item(s) from being considered covered property under the policy.
	EXCLUDED DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES	<a href="#">96156 (10/07)</a>	E	Excludes any listed employees by name or by description of job function from coverage.
	GUESTS' PROPERTY	<a href="#">96157 (10/07)</a>	E	Adds guests' property coverage to hospitality risks.
	INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES	<a href="#">96158 (10/07)</a>	E	Adds chairperson and members of listed committees within the endorsement as employees.
	INCLUDE SPECIFIED DIRECTORS AND TRUSTEES ON COMMITTEES AS EMPLOYEES	<a href="#">96159 (10/07)</a>	E	Add directors and/or trustees in the endorsement as employees.
	JOINT LOSS PAYABLE	<a href="#">96160 (10/07)</a>	E	Any loss payable is paid to both the insured and the loss payee (often used to fulfill contractual requirements)
	INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES	<a href="#">96161 (10/07)</a>	E	Adds non-compensated officers listed in the endorsement as employees.
	PRIOR THEFT OR DISHONESTY	<a href="#">96162 (10/07)</a>	E	Adds \$ threshold where an employee's prior dishonesty will not exclude them from being covered under the policy.
	PROTECTIVE DEVICES	<a href="#">96164 (10/07)</a>	E	Warrants certain controls must be in place or we will not cover a loss (e.g. minimum safe rating)
	REVISION OF DISCOVERY	<a href="#">96165 (10/07)</a>	E	An employee is not cancelled from the policy until the department(s) listed in the endorsement are made aware of an employee's dishonesty.
	SUBSEQUENT SUSTAINED LOSS EXCLUSION	<a href="#">96166 (10/07)</a>	E	Excludes any loss subsequent to the effective date (used when outstanding subject to info is not received. Endorsement is often deleted after the subject to info is received, reviewed and accepted)
	AMEND TERRITORIAL LIMITS	<a href="#">96167 (10/07)</a>	E	Amend definition of territory to include the country/countries listed in the endorsement.
	ATM EXCLUSION	<a href="#">96168 (10/07)</a>	E	Excludes any ATM related loss.
	CLIENTS' PROPERTY	<a href="#">96169 (10/07)</a>	E	Provides coverage for loss of clients' property as a result of the insured's employees including lossess on client's premises.
	CRIME ADVANTAGE	<a href="#">96170 (10/07)</a>	E	Broaden coverage with respects to notification of cancellation to an employee, consolidation/mergers, definition of employee, diminution of deductible.
	EXCLUDE LOSS OF CLIENTS' PROPERTY	<a href="#">96171 (10/07)</a>	E	Excludes any clients' property related lossess.
	FUNDS TRANSFER FRAUD	<a href="#">96172 (10/07)</a>	E	Covers loss of insured's funds due to a fraudulent transfer out of any other transfer accounts.

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INCLUDE VOLUNTEER WORKERS OTHER THAN FUND SOLICITORS AS EMPLOYEES	96173 (10/07)	E	Amends definition of employee to include volunteers other than fund solicitors as employees.
<b>CIP Endorsements</b>			
DEFINITION OF ADMINISTRATIVE ACTION AMENDED	96175 (10/07)	E	Clarifies definition of Administrative Action.
CLAIM DEFINITION AMENDATORY ENDORSEMENT	96176 (10/07)	E	Defines Claims as demand or suit for monetary damages.
FAIR AND ACCURATE CREDIT TRANSACTIONS ACT EXCLUSION AMENDATORY ENDORSEMENT	96177 (10/07)	E	Excludes coverage for aslleged violation of 15 U.S.C.A. 1681c (g) et seq
COINSURANCE ENDORSEMENT	96180 (10/07)	E	Add coinsurance provision.
CONTINUITY DATE AMENDATORY ENDORSEMENT	96181 (10/07)	E	Amends Continuity Date.
NOTICE PERIOD DEFINITION AMENDED	96182 (10/07)	E	Defines notice period for Claims.
POST EVENT SERVICES OF SUBLIMIT OF INSURANCE ENDORSEMENT	96183 (10/07)	E	Provides state coverage for post event services.
<b>FLI Endorsements</b>			
ADDITIONAL LISTED PLAN(S)	96184 (10/07)	E	Adds additional plans to policy coverage.
AUTO PLAN THRESHOLD AMENDED	96185 (10/07)	E	Amends threshold for plan.
BENEFITTS WORDING AMENDED	96186 (10/07)	E	Adds coverage for specified penalties.
CASH BALANCE AND PENSION EQUITY PLAN EXCLUSION	96187 (10/07)	E	Excludes certain types of plans.
CLAUSE 12 AMENDED WAIVER FOR SPECIFIC TRANSACTION(S)	96188 (10/07)	E	Waive automatic runoff provision for specified transaction(s).
CONTINUITY DATE AMENDED	96189 (10/07)	E	Amends Continuity Date.
FAILURE TO EFFECT AND OR MAINTAIN INSURANCE EXCLUSION	96190 (10/07)	E	Excludes coverage for Claims involving failure to maintain insurance coverage.
FAILURE TO EFFECT OR MAINTAIN BOND EXCLUSION	96191 (10/07)	E	Excludes coverage for Claims involving failure to maintain bond.
FULL GOVERNMENT AND REGULATORY EXCLUSION	96192 (10/07)	E	Excludes coverage for Claims made by government or regulatory authorities.
MULTIEMPLOYER EXTENSION ENDORSEMENT	96193 (10/07)	E	Adds coverage for specified multiemployer plans.
PENDING AND PRIOR LITIGATION KNOWN WRONGFUL ACTS EXCLUSIONS FOR EXCESS LIMITS	96194 (10/07)	E	Clarifies that specific pending litigation, Claims or known acts are excluded from excess layer.
PRIOR ACTS EXCLUSION FOR EXCESS COVERAGE	96195 (10/07)	E	Clarifies that prior acts are excluded from excess layer.
PRIOR ACTS EXCLUSION	96196 (10/07)	E	Excludes coverage for Claims arising out of Wrongful acts predating specified date.
REVERSION OF ASSETS EXCLUSION - General	96197 (10/07)	E	Excludes coverage for Claims arising out recapture or improper distribution of plan assets in event of plan termination.

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	REVERSION OF ASSETS EXCLUSION - Plan Termination	<a href="#">96198 (10/07)</a>	E	Excludes coverage for Claims arising out of recapture or improper distribution of plan assets.
	SPECIFIC INVESTIGATION CLAIM / LITIGATION/ EVENT OR ACT EXCLUSION	<a href="#">96199 (10/07)</a>	E	Excludes coverage for specified suits or events.
	SPECIFIC INVESTMENT EXCLUSION	<a href="#">96200 (10/07)</a>	E	Excludes coverage for Claims arising out of specified investigation.
	SPECIFIC LITIGATION EXCLUSION	<a href="#">96201 (10/07)</a>	E	Excludes coverage for Claims arising out of specified litigation.
	SPONSOR ORGANIZATION SECURITIES SEPARATE RETENTION	<a href="#">96202 (10/07)</a>	E	Applies specified Retention to Claims arising out of investment in sponsor securities.
	STOCK FLUCTUATION EXCLUSION	<a href="#">96203 (10/07)</a>	E	Excludes coverage for Claims arising out of stock value fluctuation.
	VOLUNTARY COMPLIANCE LOSS RETENTION	<a href="#">96204 (10/07)</a>	E	Provides coverage for specified Loss arising out of voluntary compliance.
	502(c) ERISA PENALTY COVERAGE WITH SUBLIMIT	<a href="#">96205 (10/07)</a>	E	Provides coverage for specified Loss.
	502(l) and 502(i) -DELETED	<a href="#">96206 (10/07)</a>	E	Deletes coverage for specified penalties.
	ACTUARIAL ERRORS AND OMMISSIONS EXCLUSION	<a href="#">96207 (10/07)</a>	E	Excludes coverage for Claims arising out of actuarial errors or omissions.
	ADDITIONAL LIMIT FOR DEFENSE COSTS	<a href="#">96208 (10/07)</a>	E	Provides additional Defense Costs coverage limits.
	ADDITIONAL LISTED PLAN(S) - AP	<a href="#">96209 (10/07)</a>	E	Provides coverage for specified additional plans.
			A = Application	
			D = Declarations	
			E = Endorsement	
			P = Policy	
			O = Other (Please explain)	