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Quote For:
INTERNATIONAL ACADEMY OF MEDIATORS
Dallas, TX 75244-3601
Quote Number – AN3194319

Broker

EMERY & WEBB, INC.
LORI JOHNSON
ljohnson@emerywebb.com
845-855-1112
54 EAST MAIN STREET
PAWLING, NY 12564-1409

Quote Details

Quoted on 06/03/2021
Policy Form – D16100-G - Non-Profit Executive Protection and Employment Practices
GREAT AMERICAN INSURANCE CO.
Commission 17.5 %

Underwriting Contact

Susan Boisvert-Aguirre
Senior Underwriter
sboisvert@gaig.com
(847) 330-6825
Executive Liability Division
1450 American Lane, 8th Floor
Schaumburg, IL 60173-5437

Note to the Insured

This coverage, subject to all the terms, conditions and provisions stated herein, can only be bound by an authorized employee of the Executive Liability Division. All premium amounts do not include countersignature fees. These are the responsibility of the producer. This quotation expires 45 days from the date referenced above but in no event later than the policy expiration date. If subsequent to the date of quotation and the Effective Date of the Binder there is a material change in the condition of the Proposed Insured or an event which could materially change the underwriting evaluation of the Proposed Insured, then at Insurer's option, this quotation may be withdrawn. In the event of any conflict or ambiguity between the proposed policy and any statements made concerning this coverage, the proposed policy shall control.

Quote Options

D&O Limit	EPL Limit	Fiduciary Limit	Retentions (D&O / EPL)	Fiduciary Type	Annual Premium
\$1,000,000	SHARED		\$0		\$1,076
\$2,000,000	SHARED		\$0		\$1,613
\$3,000,000	SHARED		\$0		\$2,097
\$4,000,000	SHARED		\$0		\$2,474
\$5,000,000	SHARED		\$0		\$2,689
\$1,000,000	\$1,000,000		\$0		\$1,237
\$2,000,000	\$2,000,000		\$0		\$1,882
\$3,000,000	\$3,000,000		\$0		\$2,345
\$4,000,000	\$4,000,000		\$0		\$2,699
\$5,000,000	\$5,000,000		\$0		\$2,947

ADDITIONAL PREMIUM OPTIONS

\$100,000 Workplace Violence Option	\$107
\$100,000 Cyber Option	\$161
\$50,000 Social Engineering Option (requires the additional purchase of the Cyber option above)	\$107
\$100,000 Shared Crime Limit Option	\$168

NON-PROFIT COVERAGE LIMITS /SUBLIMITS OF LIABILITY

FLSA Defense Sublimit	\$500,000
Donor Data Loss Crisis Fund Sublimit	\$10,000
Additional A-side Limit	\$250,000
Terrorism Travel Reimbursement Funds	\$50,000
Workplace Violence Counseling Fund	\$50,000
Incident Crisis Fund	\$50,000
Telephone Consumer Protection Act Sublimit	\$100,000

NOTE: Please refer to Endorsements for additional Limits / Sublimits that may be applicable to the Insured

PRIOR AND PENDING LITIGATION DATES

D&O	T.B.D.
EPL	T.B.D.
Fiduciary	T.B.D.

ENDORSEMENTS

D0046TX POLICYHOLDER NOTICE TEXAS
POLICYHOLDER NOTICE TEXAS

D16047TX TEXAS AMENDATORY ENDORSEMENT
This is an endorsement which the state of Texas requires us to include. The bodily injury, property damage exclusion intro is changed to read it applies to any Claim made against "the" Insured versus "any" Insured. Also, the endorsement notes that we must give you 10 days notice prior to canceling a policy due to nonpayment of premium and notes that if we do not give you at least 60 days notice for non-renewal then the policy terms will remain in effect until the 61st days after we do give you notice.

D16523 PEER REVIEW, CREDENTIALING, ACCREDITATION AND DISCIPLINARY EXCLUSION
Excludes coverage for claims involving your credentialing, accrediting, peer review or discipline. This exclusion does not apply to employment claims.

D16527 GENERAL PROFESSIONAL ERRORS AND OMISSIONS EXCLUSION
Excludes coverage for claims involving alleged errors or omissions you make when performing services for others.

D16535 ANTI-TRUST EXCLUSION
Excludes coverage for claims involving price fixing, restraint of trade, monopolization and laws relating to similar anti-trust issues.

D16548 SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS
Law firms are increasingly using the Telephone Consumer Protection Act to target the fundraising activities of nonprofits. We are providing a \$100,000 sublimit of coverage for Claims related to this act. The sublimit includes coverage for Costs of Defense and assessed penalties, where insurable.

D16712 (13) GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT
Congratulations! You qualified to receive the Great American Eagle Endorsement. This endorsement seeks to address exposures that are relevant in an unstable world. Coverage includes 1. Additional A-side Limit. 2. Assistance with Emergency Travel Expenses for a Director or Officer in the event of a terror act. 3. Counseling for employees in the event of a workplace violence act. 4. Reimbursement to pay for a public relations firm in the event of an accident that causes the serious injury or death of 3 or more people. 5. Costs of Defense sub-limit for breach of employment contract claims. 6. 100% Costs of Defense allocation. In addition to other features, this endorsement also makes the Employment Practices coverage (if purchased) primary if another insurer also provides you with such coverage..


DTCOV COVERAGE FOR ACTS OF TERRORISM
In accordance with federal law, this endorsement caps certain payments by insurance companies when a certified act(s) of terrorism is in excess of \$100 billion occur in a single calendar year.

ENDORSEMENTS

IL7324

ECONOMIC AND TRADE SANCTIONS CLAUSE

As required by the U.S. Treasury Department, we are prohibited from providing insurance when trade or economic sanctions are applicable.



CONDITIONS

This quotation is subject to the following conditions:

0. Subject to a properly completed Great American Insurance company new business proposal form. If coverage is bound prior to receipt, review, and acceptance of the signed and dated application, a Past Acts Exclusion will be attached to the Policy. Consideration will only be given to removing this exclusion after receipt, review, and acceptance of the signed and dated application.

1. An individual agent p&c license and an agency p&c license for the state in which the risk is domiciled.

OPTIONS

1 A TWO-YEAR policy is available for two installments of the annual premium selected above.
The two-year policy option must be selected prior to binding and it features:
A fresh Limit of Liability for the second year.
The premium is invoiced and payable in two equal annual installments
(at the inception date and the first anniversary date).



POLICYHOLDER NOTICE TEXAS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Great American Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Great American Insurance Company toll-free at 1-800-972-3008

Email: ELDClaims@gaig.com

Mail: 1450 American Lane, 8th Floor, Schaumburg, IL 60173

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Great American Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Great American Insurance Company

Teléfono gratuito: 1-800-972-3008

Correo electrónico: eld@gaig.com

Dirección postal: 1450 American Lane, 8th Floor, Schaumburg, IL 60173

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



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TEXAS AMENDATORY ENDORSEMENT

In compliance with the insurance regulations of the State of Texas, the Policy is amended as follows:

1. Section **IV.D.** of the Policy is deleted and replaced with the following:

IV. This Policy does not apply to any **Claim** made against the **Insured**:

D. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property or the loss of use of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act, Personal Injury Wrongful Act, or Third Party Wrongful Act**;

2. Section **IX.A.** (2) and (3) of the Policy are deleted and replaced with the following:

(2) The Policy will only be cancelled by the **Insurer** if the **Organization** does not pay the premium when due. The **Insurer** shall provide the **Organization** with notice at least ten (10) days prior to the effective date of cancellation. The reason for cancellation shall be included in the notice of cancellation.

(3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall deliver or mail written notice to the **Organization** at least sixty (60) days before the date on which the Policy expires. If the **Insurer** provides notice later than the sixtieth (60th) day before the Policy expires, the coverage shall remain in effect until the sixty-first (61st) day after the date on which **Insurer** provides written notice. The reason(s) for nonrenewal shall be included in the notice. The fact that an **Insured** is an elected official shall not be considered as a basis of nonrenewal of the Policy. Earned premium for any period of coverage that extends beyond the expiration date of the policy shall be computed pro rata based upon the premium of the expiring Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



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**PEER REVIEW, CREDENTIALING, ACCREDITATION AND
DISCIPLINARY EXCLUSION**

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

any process, function or activity involving:

- 1) peer review; or
- 2) credentials certification, designation, license, award, rating or similar judgment; or
- 3) accreditation; or
- 4) discipline;

provided, however, that this exclusion shall not apply to any **Claim** brought by or on behalf of any past, present or prospective **Insured Person** for an **Employment Practices Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



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GENERAL ERRORS AND OMISSIONS EXCLUSION

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

any **Insured's** performance of or failure to perform services for others, and caused by any act, error or omission related thereto.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



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ANTI-TRUST EXCLUSION

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

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

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

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



**SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER
PROTECTION ACT CLAIMS**

It is understood and agreed that the following changes are made to the Policy:

1. Section III. is amended by the addition of the following:

“**TCPA Wrongful Act**” shall mean any actual or alleged violation(s) of any federal, state or local laws or regulations pertaining to unsolicited or non-consensual communication, advertising or fundraising, through faxes, telephone calls, texting or any other medium, including, but not limited to the Telephone Consumer Protection Act;

“**Statutory Damages**” shall mean any amounts imposed upon an **Insured** pursuant to the Telephone Consumer Protection Act of 1991 or any similar state or local law as such amounts relate to a **TCPA Wrongful Act**.
2. Section III.I.(1) is amended by the addition of the following:

This section shall also not apply to **Statutory Damages**.
3. Section III.L. is amended by the addition of the following:

Personal Injury Wrongful Act shall not include any **TCPA Wrongful Act**;
4. Section III.R. is amended by the addition of the following:

Wrongful Act shall also mean **TCPA Wrongful Act**;
5. Section IV.D. is amended by the addition of the following:

Part (3) of this exclusion shall also not apply to any **TCPA Wrongful Act**;
6. Section V. is amended by the addition of the following:

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS

The **Insurer's** maximum aggregate liability for all **Loss** in connection with **Claims** made against any **Insured** for a **TCPA Wrongful Act** shall be \$ 100,000 for each **Policy Year**, which amount is part of, and not in addition to, the maximum Limit of Liability shown in Item 3.(a) of the Declarations regardless of the number of **Claims** during such **Policy Year**.

In the event a **Claim** involves a **TCPA Wrongful Act** and a **Personal Injury Wrongful Act**, such **Claim** shall be considered a **Claim** for a **TCPA Wrongful Act** and shall be subject to the TCPA Sublimit of Liability.

7. Section V.C. is amended by the addition of the following:

With respect to any **Claim** for a **TCPA Wrongful Act**, **Costs of Defense** incurred either by the **Insurer** or the **Insured** shall be considered **Loss** and, therefore, subject to the TCPA Sublimit of Liability and the Retention.

8. Item 3. of the Declarations is amended by the addition of the following:

\$ 100,000 TCPA Sublimit of Liability for **Claims** for any **TCPA Wrongful Act** for each **Policy Year**.

9. Item 4. of the Declarations is amended by the addition of the following:

\$ 1000 Retention applicable to Insuring Agreements I.B. and I.C. for any **Claim** for **TCPA Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.



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GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

It is understood and agreed that the following changes are made to the Policy:

AMENDMENT TO LIMIT OF LIABILITY

Additional A-Side Limit of Liability

It is understood and agreed that Section V. is amended by the addition of the following:

Notwithstanding anything in this Policy to the contrary, the Policy provides an Additional Limit of Liability dedicated for directors, trustees, officers, regents, governors and members of the Board of Managers. This Additional Limit of Liability shall be \$ 250,000 , which amount is in addition to, and not part of, the aggregate Limit of Liability as set forth in Item 3. of the Declarations.

This Additional Limit of Liability is available solely for **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy, and:

- (1) Any **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy shall first be paid under the aggregate Limit of Liability as set forth in Item 3. of the Declarations, and such Limit of Liability must be completely exhausted by payment of **Loss** under Section I.A., I.B., and/or I.C. of this Policy before **Loss** shall be paid under the dedicated Additional Limit of Liability, and
- (2) The dedicated Additional Limit of Liability shall be excess of any insurance available that is specifically excess of this Policy, and such excess insurance must be completely exhausted by payment of **Loss** thereunder before the **Insurer** shall have any obligations to make payment on account of the dedicated Additional Limit of Liability

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

TERRORISM TRAVEL REIMBURSEMENT FUNDS

1. Section III. is amended by the addition of the following:

“**Certified Act of Terrorism**” shall mean an act that is certified by the Secretary of the Treasury in accordance with the provisions of the Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act.

“**Emergency Travel Expenses**” shall mean hotel expenses incurred which directly result from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty-eight (48) hours of a **Certified Act of Terrorism**, and the increased amount incurred in air or train fare which may result from rescheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a **Certified Act of Terrorism**.

2. Section VIII. is amended by the addition of the following:

Terrorism Travel Reimbursement Fund

In the event any current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period**, the **Insurer** shall reimburse the **Emergency Travel Expenses**. This coverage extension shall be subject to the Terrorism Travel Reimbursement Fund Limit of Liability stated below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

\$ 50,000 Aggregate Terrorism Travel Reimbursement Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. Provided the current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period** and provides written evidence of such amounts, the **Insurer** shall promptly reimburse such individual within thirty (30) days. Such notice and written evidence shall be provided to the **Insurer** by e-mailing the **Insurer** at: eldclaims@gaig.com.

WORKPLACE VIOLENCE COUNSELING FUND

1. Section III. is amended by the addition of the following:

“**Workplace Violence Act**” shall mean any actual or alleged intentional and unlawful use of, or threat to use, deadly force with intent to cause harm to others occurring at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

2. Section VIII. is amended by the addition of the following:

Workplace Violence Counseling Fund

In the event that a **Workplace Violence Act** occurs during the **Policy Period** and the **Organization** advises the **Insurer** of such **Workplace Violence Act**, the **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred for the emotional counseling of **Insured Persons**. This coverage extension is subject to the Workplace Violence Counseling Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

\$ 50,000 Aggregate Workplace Violence Counseling Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. The **Organization** shall advise the **Insurer** of such **Workplace Violence Act** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

INCIDENT CRISIS FUND

1. Section III. is amended by the addition of the following:

“**Crisis**” shall mean the public announcement that an **Incident** occurred at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

“**Incident**” shall mean an accident or other event resulting in the death or **Serious Bodily Injury** to three or more persons.

“**Serious Bodily Injury**” shall mean an injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

2. Section VIII. is amended by the addition of the following:

Incident Crisis Fund

The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from a **Crisis** during the **Policy Period**. This coverage extension is subject to the Incident Crisis Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

3. Item 3. of the Declarations is amended by the addition of the following:
- \$ 50,000** Aggregate Incident Crisis Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.
4. The **Organization** shall advise the **Insurer** of such **Crisis** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

AMENDMENT TO PERSONAL PROFIT EXCLUSION
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Section IV.A. is deleted and replaced with the following:

- A. brought about or contributed to by:
- (1) any **Insureds** gaining any personal profit, financial advantage or remuneration to which they were not legally entitled; or
 - (2) the deliberately fraudulent or criminal acts of any **Insureds**;
- provided, however, this exclusion shall not apply unless and until there is a final non-appealable adjudication as to such conduct in the underlying proceeding. This exclusion shall not apply to coverage provided under Insuring Agreement I.B.;

AMENDMENT TO OTHER INSURANCE EXCLUSION
--

Section IV.B. is amended by the addition of the following:

If this Policy includes coverage for any **Claim** for **Employment Practices Wrongful Acts**, such coverage shall be deemed primary over any similar coverage maintained either by the **Organization** or any **Subsidiary**.

AMENDMENT TO INSURED vs. INSURED EXCLUSION
--

Section IV.H. is deleted and replaced with the following:

- H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim**, if such **Claim**:
- (1) is for an **Employment Practices Wrongful Act** brought by an **Insured Person**;

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

- (2) is brought by the receiver, conservator, creditors' committee, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;
- (3) is brought or maintained derivatively, including any **Claim** brought or maintained under any federal, state, local or foreign whistleblower law or whistleblower provision of any law if the individual bringing such **Claim** is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**;
- (4) is brought by any former director, officer, trustee, regent, or governor of the **Organization** or any **Subsidiary** who has not served in that capacity with the **Organization** or any **Subsidiary** for at least two (2) years prior to the commencement of such **Claim**, and is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**.

COSTS OF DEFENSE SUBLIMIT FOR BREACH OF EMPLOYMENT AGREEMENT CLAIMS

It is understood and agreed that the Policy is amended as follows:

1. Section IV.I. is deleted and replaced with the following:
 - I. for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, provided, however, this exclusion shall not apply to:
 - (1) employment-related obligations which would have attached absent such contract or agreement; or
 - (2) **Costs of Defense** if such **Claim** is for any actual or alleged breach of an employment agreement and such coverage for **Costs of Defense** shall be subject to the Sublimit stated below.
2. Item 3. of the Declarations is amended by the addition of the following:

\$ 100,000 Sublimit for **Costs of Defense** for **Claims** for Breach of an Employment Agreement. This Sublimit is part of and not in addition to the Limit of Liability set forth in Item 3. of the Declarations.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

AMENDMENT TO COSTS OF DEFENSE AND SETTLEMENTS

Section VI.B. is deleted and replaced with the following:

- B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and eighty percent (80 %) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

100% COSTS OF DEFENSE ALLOCATION

Section VI. is amended by the addition of the following:

- C. If a **Claim** made against any **Insured** includes both covered and uncovered matters, the **Insureds** and the **Insurer** recognize that there must be an allocation between insured **Loss** and uninsured loss, therefore, the **Insureds** and the **Insurer** shall allocate such amount as follows:
1. with respect to **Costs of Defense**, one hundred percent (100%) of all **Costs of Defense** which must otherwise be allocated as described above shall be allocated to the insured **Loss**; and
 2. with respect to **Loss** other than **Costs of Defense**, the **Insurer** and the **Insureds** shall use their best efforts to agree upon a fair and proper allocation of such amounts between insured **Loss** and uninsured loss.

AMENDMENT TO SUBROGATION

Section IX.H. is deleted and replaced with the following:

- H. In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything 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 **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless the exclusion set forth in Section IV.A. of the Policy applies to such **Insured Person**.



GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

INCONSISTENCY COVERAGE

Section IX. is amended by the addition of the following:

Inconsistency Coverage

In the event of an inconsistency between this endorsement, or a state amendatory endorsement, and any other endorsement attached to this Policy, the **Insurer**, as permitted by law, shall apply those terms and conditions which are more favorable to the **Insureds**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.



SPECIMEN

TERRORISM COVERAGE ENDORSEMENT
CAP ON LOSS FROM CERTIFIED ACTS

Subject to all terms and conditions of this Policy, including any follow-form provisions, this Policy is amended by the addition of the following:

CERTIFIED ACTS OF TERRORISM COVERAGE

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

- 1. the act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

If the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year in the aggregate and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rate allocation in accordance with procedures established by the Secretary of the Treasury.

It is understood and agreed that the Premium section of the Declarations is amended by the addition of the following:

Terrorism Premium: \$ 0.00

The Policyholder Disclosure Offer of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

This endorsement does not extend any additional coverage or otherwise change the terms and conditions of any coverage under this Policy.

Insured:

Policy Period:

Policy Number:

Countersigned by: Authorized Representative

Endorsement Effective Date:



SPECIMEN

ECONOMIC AND TRADE SANCTIONS CLAUSE

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

Insured:

Policy Period:

Policy Number:

Countersigned by: _____
Authorized Representative

Endorsement Effective Date:



POLICYHOLDER DISCLOSURE OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% beginning on January 1, 2020, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

This coverage shall not apply to any commercial crime coverage that may be included in this policy.

Terrorism coverage for acts of terrorism that are certified under the federal program as an act of terrorism is included for no additional premium. Nonetheless, if you would like to reject such Terrorism coverage, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

Experienced team. Exceptional service. Expert protection.



Terminating an employee?

Prior to any employee termination, call the
hotline service number:

888-544-8320

Your insurance policy includes confidential telephone consultation on basic workplace employment topics via this toll-free number. Calls are handled by national law firm Jackson Lewis.

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