THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) $ **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):** If you have previously rejected coverage under this policy for Certified Acts of Terrorism under the Terrorism Risk Insurance Act, Coverage will remain excluded unless you request coverage within 30 days of the policy effective date. **Additional information, if any, concerning the terrorism premium:**
SCHEDULE – PART II
Federal share of terrorism losses 80 % (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) 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.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act 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.

MEMBERSHIP AND VOTING NOTICE

MEMBERSHIP AND VOTING NOTICE

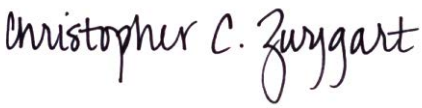
The named insured is notified that by virtue of this policy, the named insured is a member of West Bend Mutual Holding Company of West Bend, Wisconsin. Members are entitled to one vote either in person or by proxy at all meetings of the members of said Company. No member may cast more than one vote, regardless of the number of policies or the amount of insurance any member may carry.

ANNUAL MEETING

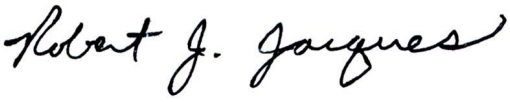
The Annual Meeting of the members is held on the second Tuesday of March, at 10:00 a.m. at the Home Office located at 1900 S. 18th Avenue, West Bend, Wisconsin. Phone: 800-236-5010.

PARTICIPATION WITHOUT CONTINGENT LIABILITY

The named insured is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined. No Contingent Liability: This policy is nonassessable.



Christopher C. Zwygart
Secretary



Robert J. Jacques
President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE FORM

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" or "claim", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

POLICY NUMBER: B901038

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST BEND INSURANCE COMPANY
NAME CHANGE ENDORSEMENT

This endorsement is made part of and should be kept with your policy.

West Bend Mutual Insurance Company changed its name to West Bend Insurance Company, therefore, any reference to West Bend Mutual Insurance Company shall be considered a reference to West Bend Insurance Company.

This endorsement does not affect or void any cancellation, non-renewal or reinstatement notice sent for any other reason or effective date.

All other terms of the policy remain unchanged.

WEST BEND®
West Bend Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

New Business

Not-For-Profit Directors, Officers and Trustees Liability Declaration

Customer Number: 1000880242
Policy Number: B901038 00

Policy Period: 01-24-2025 to 01-24-2026
at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:
Iron County Lakes & Streams Partnership
PO Box 194
Crystal Falls, MI 49920

Agency Name and Address: 21916
TOP O'MICHIGAN INS SOLUTIONS
514 N RIPLEY BLVD
ALPENA, MI 49707
231-947-1164

Insured is a(n) Non-profit Organization

This is a claims made policy – please read it carefully. Coverage is limited to liability for claims first made against you while this coverage is in force.

Limits of Insurance

Each Claim Limit	$1,000,000	
Aggregate Limit	$1,000,000	
Self-Insured Retention	$1,000	Each Claim

Retroactive Date

Retroactive Date: 01-24-2025

This insurance does not apply to any claim occurring before the Retroactive Date shown above.

Total Premium $428.00

This is not a bill. A billing invoice will be sent separately.

See attached Forms Schedule for forms and endorsements applicable to this coverage.

West Bend Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

New Business

Not-For-Profit Directors, Officers and Trustees Liability Declaration

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Policy Number: B901038 00

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TOP O'MICHIGAN INS SOLUTIONS
514 N RIPLEY BLVD
ALPENA, MI 49707
231-947-1164

Location Schedule

Loc	Address	City	County	State	Zip
1	PO Box 194	Crystal Falls	Iron	MI	49920-0194

West Bend Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

New Business

Not-For-Profit Directors, Officers and Trustees Liability Declaration

Customer Number: 1000880242
Policy Number: B901038 00

Policy Period: 01-24-2025 to 01-24-2026
at 12:01 AM Standard Time at Your Mailing Address Shown Below

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PO Box 194
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ALPENA, MI 49707
231-947-1164

Classification Schedule

Business Classification	Total Assets	Premium
Private Clubs (Civil, Service, Social)	$0-$500,000	$428

Miscellaneous Premiums

Description	Form Number	Premium
Terrorism Risk Insurance Act		0

Total Premium: $428

West Bend Insurance Company
1900 S. 18th Ave. | West Bend, WI 53095

New Business

Not-For-Profit Directors, Officers and Trustees Liability Declaration

Customer Number: 1000880242
Policy Number: B901038 00

Policy Period: 01-24-2025 to 01-24-2026
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PO Box 194
Crystal Falls, MI 49920

Agency Name and Address: 21916
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514 N RIPLEY BLVD
ALPENA, MI 49707
231-947-1164

Forms Schedule

Number	Edition	Description
NA0002	0222	NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE APPLICATION
IL0985	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
WB214	0524	MEMBERSHIP AND VOTING NOTICE
WB660	0824	TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
WB241	0524	WEST BEND INSURANCE COMPANY NAME CHANGE ENDORSEMENT
NS0103	0304	EXCLUSION - DIRECTORS AND OFFICERS LOAN
NS0312	1007	AMENDMENT - DEFENSE EXPENSES WITHIN LIMITS
NS0109	1008	EXCLUSION - HARASSMENT, MOLESTATION AND SEXUAL MISCONDUCT
NS0104	0304	EXCLUSION - PEER REVIEW/STANDARD SETTING
WB439	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
NS0197	0219	MICHIGAN CHANGES - CANCELLATION AND NON-RENEWAL
NS0492	0821	MICHIGAN CHANGES
NS0309	0223	NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY (CLAIMS-MADE)

WEST BEND
A MUTUAL INSURANCE COMPANY™

Not-For-Profit Organization Directors, Officers & Trustees Liability Insurance Application

Agency Name: APPENDED Agency #: _____
Customer #: _____ Policy #: _____

PLEASE PROVIDE THE FOLLOWING:

1. ☑ Articles of Incorporation
2. ☑ Bylaws
3. ☑ Financial information for the applicant's current fiscal year by attaching the applicant's current financial statements including:
   a. ☐ Most recent IRS Form 990
   b. ☐ CPA-audited financial statements from your most recent year-end (required if revenue or total assets exceed $5,000,000).

ATTENTION: A SIGNATURE IS REQUIRED AT THE BOTTOM OF THE APPLICATION.

A. GENERAL INFORMATION

1. Named Insured: Iron County Lakes & Streams Partnership
2. Street address: PO Box 194 City: Crystal Falls State: MI ZIP: 49920
3. Entity type: Non-Profit
4. Contact name: James Edmondson Title Vice President Telephone (920) 470-8470
   Fax _____ E-Mail goldwinger1973@gmail.com
5. Total Assets: $ $22,000.00
6. Year of incorporation 2014
7. State chartered in: MI Additional location states _____
8. ☐ Yes ☒ No Has the proposed coverage ever been purchased before?

   Current Directors & Officers Policy (D&O)

   Carrier Auto-Owners Effective Date 06/01/2024
   Limit _____ Deductible _____
   Premium _____ Retro Date 01/01/2025
   Claims Made? ☒ Yes ☐ No
9. ☐ Yes* ☒ No (NOT APPLICABLE IN MISSOURI) Has any policy or coverage ever been declined, cancelled or non-renewed?
   *If yes, please explain: _____
10. Proposed effective date: 01/01/2025 Expiration date: 12/31/2028
11. D&O Each Claim Limit requested: $1,000,000.00
12. Defense Costs Inside or Outside the Policy limits? Defense Costs Inside the Policy limits
13. ☐ Yes ☒ No Will you also be quoting requesting EPLI coverage for this applicant?
14. Describe the nature of the operation: Our nonprofit volunteer members seeks to provide education and collaboration regarding the treatment and abatement of invasive aquatic plants in iron County Michigan Lakes.
15. ☒ Yes ☐ No* Does applicant now have tax-exempt status under the U.S. Internal Revenue Code?
    If yes, has there been any dispute as to the applicant's tax-exempt status? ☐ Yes ☒ No
    *If no, has the applicant: ☐ Not yet applied ☐ Applied & not yet approved ☐ Applied & been denied
16. Type of non-profit organization under U.S. Federal Tax Code: ☒ 501c3 ☐ Other _____
17. ☒ Yes ☐ No Are you filed as a Nonprofit Corporation within your State?
18. ☐ Yes ☒ No Does applicant have any subsidiaries or control of any other entity or organization?
    If yes, please describe: _____
19. ☐ Yes ☒ No Does applicant or any subsidiary render any professional services:
    If yes, please describe: _____
20. ☐ Yes ☒ No Does another entity own or control the applicant?
    If yes, please describe: _____
21. Enter the total number of: Directors 10
22. Length of their elected terms: 3 years
23. ☒ Yes ☐ No Are terms staggered?
24. How are officers/directors selected? (member vote, appointment) Vote

25. Total number of members? 250
26. ☐ Yes ☒ No Does applicant's bylaws contain a Dissolution Clause?
27. ☐ Yes ☒ No Does any director/officer profit from the applicant's operations except as an employee?
    If yes, please explain: _____
28. ☐ Yes ☒ No Are any directors or officers indebted to the organization?
    If yes, please explain: _____
29. ☐ Yes ☒ No Has the applicant or any subsidiary during the last 5 years been the subject of antitrust investigation or the subject of any claim or allegation of violation of any laws relating to antitrust, restraint of trade or unfair competition?
    If yes, please explain: _____
30. How does applicant obtain funding? membership dues and donations
31. ☐ Yes ☒ No Is applicant involved in product research, development, testing or certification?
    If yes, please explain: _____
32. ☐ Yes ☒ No Is applicant engaged in publishing magazines, periodicals, newsletters, journals or manuals?
    If yes, please attach copy.
33. ☐ Yes ☒ No Does applicant administer insurance programs for your members?
    If yes, please explain: _____
34. ☐ Yes ☒ No Is applicant involved in accreditation activities?
    If yes, please explain: _____
35. ☐ Yes ☒ No Is the organization engage in any peer review or credentialing activities?
    If yes, please explain: _____
36. ☐ Yes ☒ No Does the organization grant or administer any loans?
    If yes, please explain: _____
37. ☐ Yes ☒ No Have any loan agreements been violated in the last 3 years?
    If yes, please explain: _____
38 What is the annual amount of giving from your organization's most recent fiscal year? $0.00
39. How does your organization select persons and/or organizations to receive gifts?
    We may offer grants for future programs that meet qualifications yet to be established

B. LOSS HISTORY

1. ☐ Yes ☒ No Are you aware of any circumstances which may give rise to claim?
   If yes, please explain: _____
2. ☐ Yes ☒ No Have there been any lawsuits, grievances or demands made within the last three years?
   If yes, please explain: _____
   If yes to #2, what remedial measures have been taken to prevent further lawsuits, grievances or demand?
   Please describe: _____

C. OTHER MATERIAL FACTS - MUST BE COMPLETED

PLEASE DECLARE ANY MATERIAL FACTS ON A SEPARATE SHEET. A MATERIAL FACT IS ONE LIKELY TO INFLUENCE ASSESSMENT OF THIS RISK, THE PREMIUM CHARGED AND TERMS AND CONDITIONS IMPOSED BY THE UNDERWRITERS. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT WOULD BE CONSIDERED MATERIAL YOU SHOULD DECLARE IT.

☒ **NONE** ☐ **Describe below**

D. NOTICE

1. Prior to binding coverage, the underwriter, in its sole discretion, may request any or all of the following:
   a. Complete copies of the applicant's last CPA-audited financial statements with notes. If these are not consolidated, the Underwriter may request financial statements on each unconsolidated entity.
   b. The names and occupations of the applicants board of directors and trustees.
   c. Copies of brochures and publications produced by the applicant.
   d. Verification of bank balances, Accounts Receivable and Payable.
   e. Most recent IRS Form 990.

The Applicant agrees after full investigation and inquiry that the statements set forth herein are true and include all material information. The Applicant on behalf of the Proposed Insured/s further declares that if the information supplied on this application changes between the date of this application and the inception date of the Policy, he/she will immediately notify us of such change. Signing the application does not bind Underwriters to offer nor the Applicant to accept insurance, but it is agreed that this application shall be the basis of the insurance and will be attached and made part of the Policy should the Policy be issued.

Fraud Warning

Please refer to Acord 63 for state specific fraud warnings.

All Other States: Any person who knowingly conceals or provides materially false, incomplete, or misleading information on an application or concerning a claim to an insurance company for the purpose and intent of defrauding the company, may be guilty of insurance fraud in violation of state law. Penalties may include imprisonment, fines, or denial of insurance benefits.

REMINDER: PLEASE COMPLETE THE "OTHER MATERIALS FACTS" SECTION ABOVE BEFORE SIGNING.

Mike Solas	~~Vice President~~ President	01/17/2025
Applicant's Authorized Signature	Title	Date
Misty Livermore	Misty Livermore	01/17/2025
Agent Name (please print or type)	Agent Signature	Date

Home Office Use Only:		
Customer Number:	**Policy Number:**	**Policy Period:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DIRECTORS AND OFFICERS LOAN

This endorsement modifies insurance provided under the following:

NOT FOR PROFIT DIRECTORS AND OFFICERS LIABILITY POLICY

NOT FOR PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY INCLUDING EMPLOYMENT PRACTICES LIABILITY COVERAGE

This policy does not apply to claims that result from, arise from or in consequence of any loans, guarantees or other extensions of credit made by the insured to or for the benefit of any insured persons or any corporation or partnership in which an insured person owns or did own directly or indirectly an equity interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - DEFENSE EXPENSES WITHIN LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

NOT FOR PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY

A. SECTION I – COVERAGE paragraph **1.h.** is replaced with the following:

h. Each payment we make for "damages" or "defense expenses" reduces the Amount of Insurance available, as provided under SECTION III - LIMITS OF INSURANCE.

B. Section III – LIMITS OF INSURANCE is replaced with the following:

SECTION III - LIMITS OF INSURANCE

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. insureds; or

b. persons or organizations making "Claims".

2. The Amount of Insurance stated as Policy Aggregate Limit is the most we will pay for the sum of:

a. all "damages" for all "claims" arising out of any actual or alleged "Wrongful Acts" covered by this insurance.

b. all "defense expense" for all "claims" seeking "damages" payable under paragraph a. above.

Each payment we make for such "Damages reduces the Policy Aggregate Limit by the amount of the payment. This reduced limit will then be the Amount of Insurance available for further "Damages" under this policy.

3. Subject to 2. above, the Amount of Insurance stated as the Each "Claim" Limit of Insurance is the most we will pay in excess of the Deductible as further described in SECTION IV - DEDUCTIBLE for the sum of:

a. All "Damages" for injury arising from "Wrongful Acts" covered by this insurance arising out of one "Claim" whether such "Claim" is brought by one or more claimants: and

b. All "Defense Expense" associated with that specific "Claim" in item **3.a.** immediately preceding.

4. In addition to the payments for "Damages" in paragraphs **2.** and **3.** above, we will also pay all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of paragraphs **2.** and **3.** above.

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

C. SECTION VII – EXTENDED REPORTING PERIODS, paragraph **5.c.** is replaced with the following:

c. Limits of Insurance available under this Policy for future payment of "damages" or "defense expense";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HARASSMENT, MOLESTATION AND SEXUAL MISCONDUCT

This endorsement modifies insurance provided under the following:

NOT FOR PROFIT DIRECTORS AND OFFICERS LIABILITY POLICY

This policy does not apply to any claims that result from or arise directly or indirectly out of the actual or alleged:

1. Physical, verbal or mental harassment of any person; or

2. Offensive or illegal sexual acts or behavior committed by any insured person. Such acts or behavior include, but are not limited to: sexual exploitation, sexual molestation, sexual assault and sexual abuse.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PEER REVIEW/STANDARD SETTING

This endorsement modifies insurance provided under the following:

NOT FOR PROFIT DIRECTORS AND OFFICERS LIABILITY POLICY

NOT FOR PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY INCLUDING EMPLOYMENT PRACTICES LIABILITY COVERAGE

This policy does not apply to claims that result from, arise from or in consequence of the rendering or failure to render services or activities involving peer review, credentialing, accrediting, certification, standard setting or disciplinary action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

CONDOMINIUM DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM
EMPLOYMENT PRACTICES LIABILITY INSURANCE
NOT FOR PROFIT DIRECTORS AND OFFICERS LIABILITY POLICY

A. If aggregate insured losses attributable to terrorist acts certified under the federal 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.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such 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.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Form or Policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

NOT FOR PROFIT ORGANIZATION DIRECTORS OFFICERS AND TRUSTEES LIABILITY COVERAGE PART

A. Section V. Conditions, B. Cancellation is replaced by the following:

1. Paragraph **1.** is replaced by the following:

The first Named Insured shown in the Declarations may cancel this Policy by giving to us or our authorized agent advance notice of cancellation.

2. Paragraph **3.** is replaced by the following:

We will mail or deliver our notice to the first Named Insured's last mailing address known to us or our authorized agent.

3. Paragraph**6.** is replaced by the following:

If this Policy is cancelled, we will send the first Named Insured any pro rata premium refund due. The minimum earned premium shall not be less than the pro rata premium for the expired time or $25.00, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. Section V. Conditions, O. When We Do Not Renew is replaced by the following:

If we decide not to renew this policy, we will mail or deliver to the first Named Insured's last mailing address known to us or our authorized agent written notice of the nonrenewal not less than 30 days before the expiration date. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN CHANGES

This endorsement modifies insurance provided under the following:

NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY

A. With respect to the **Duties in Event of "Wrongful Acts" or "Claims"** Condition, Section **V:**

1. Notice given by or on behalf of the insured to our authorized agent, with particulars sufficient to identify the insured, shall be considered notice to us.

2. Paragraph **4.b.(2)** is replaced by:

(2) You and any other involved insured must see to it that we receive notice of the "Claim", as soon as practicable, but in any event we must receive notice either:

(a) During the policy period or within sixty (60) days thereafter; or

(b) With respect to any "Claims" first made during the Extended Reporting Period we provide under SECTION VII - EXTENDED REPORTING PERIODS, during such Extended Reporting Period, as a condition precedent for coverage under this insurance. Such notice must provide us with the same information as is required in item (a) immediately preceding; and

3. The reference to Paragraph **c.** is amended to read Paragraph **d**.

4. The following is added:

c. Failure to give any notice required by this condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.

B. With respect to **Exclusions**, Section **I**, Paragraph **3.f.** is replaced by:

f. Dishonest, criminal or fraudulent acts of the insured or the willful failure by the insured or with the insured's consent to comply with any law or any governmental or administrative order or regulation relating to employment practices. Willful means acting with intentional or reckless disregard for such employment related laws, orders or regulations.

However, with respect to "claims" arising out of any criminal act, this exclusion only applies to the extent that the insured:

(1) Admits, under oath; or

(2) Is determined in any legal proceeding;

to have committed or directed the criminal act. For purposes of this exclusion, a determination in any legal proceeding includes, but is not limited to, a criminal conviction, a judgment, decree, ruling or order pronounced by any court of competent jurisdiction or an order or ruling pronounced by any administrative agency.

The enforcement of this exclusion against any insured under this policy shall not be imputed to any other insured.

NOT-FOR-PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY

THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE.

PLEASE READ THE ENTIRE FORM CAREFULLY.

THERE IS A SEPARATE DEDUCTIBLE PROVISION APPLICABLE TO ALL PAYMENTS FOR "DAMAGES" AND "DEFENSE EXPENSES".

PLEASE READ THIS POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS. WE HAVE ISSUED THIS POLICY BASED UPON YOUR APPLICATION FOR THIS INSURANCE WHICH IS ATTACHED TO AND BECOMES A PART OF THIS POLICY. THAT APPLICATION IS A REPRESENTATION OF THE CORRECTNESS OF THE INFORMATION BASED UPON WHICH WE HAVE ISSUED THIS POLICY.

WE HAVE NO DUTY TO PROVIDE COVERAGE UNLESS THERE HAS BEEN FULL COMPLIANCE WITH ALL THE CONDITIONS – SECTION V – OF THIS POLICY.

Throughout this policy the words "you", "your" and "Insured Entity" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under SECTION II – WHO IS AN INSURED.

All words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI – DEFINITIONS.

SECTION I – COVERAGE

NOT FOR PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY

In consideration of the payment of premium and in reliance upon representations you made to us in applying for this insurance and subject to the Limits of Insurance shown in the Declarations, and all the exclusions, terms and conditions of this policy, we agree with you as follows:

1. Insuring Agreement

a. We will pay on behalf of an "Insured Person" for "Damages" in excess of the deductible arising out of any "Wrongful Acts" unless the insured entity pays such "Damages" to or on behalf of the Directors, Officers and Trustees as indemnification.

b. We will pay on behalf of the insured entity for "damages" in excess of the deductible for the "Wrongful Acts" of the "Insured" if the insured entity pays such "Damages" to or on behalf of the Directors, Officers and Trustees as indemnification.

c. We will pay on behalf of the insured entity for "Damages" in excess of the deductible for its "Wrongful Acts".

d. We have no obligation under this insurance to make payments or perform acts or services except as provided for in this paragraph and in Item **2.** below.

e. This insurance applies to such "Damages" only if:

(1) The "Wrongful Acts" take place in the "Coverage Territory";

(2) Such "Wrongful Acts" were committed after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and

(3) A "Claim" is both:

(a) First made against any insured, in accordance with paragraph **f.** below, during the policy period or any Extended Reporting Period we provide under SECTION VII – EXTENDED REPORTING PERIODS; and

(b) Reported to us either

(i) During the policy period or within sixty (60) days thereafter, or

(ii) With respect to any "Claim" first made during any Extended Reporting Period we provide under SECTION VII -EXTENDED REPORTING PERIODS, during such Extended Reporting Period.

f. A "Claim" will be deemed to have been made at the earlier of the following times:

(1) When notice of such "Claim" is received and recorded by you or by us, whichever comes first; or

(2) When we make settlement in accordance with paragraph **2.a.** below.

g. All "Claims" for “Damages” based on or arising out of:

(1) One “Wrongful Act"; or

(2) An interrelated series of “Wrongful Acts” by one or more insureds shall be deemed to be one “Claim” and to have been made at the time the first of those "Claims" is made against any insured(s).

h. Each payment we make for “Damages” reduces the amount of insurance available, as provided under SECTION III – LIMITS OF INSURANCE.

2. Defense Of Claims

a. We have the right and duty to defend "Claims" against the insured seeking “Damages” to which this insurance applies and to pay for related "Defense Expense". However, we have no duty to (i) defend "Claims" against the insured seeking “Damages”, or (ii) pay for related "Defense Expense", when this insurance does not apply. We may:

(1) At our sole discretion, investigate any “Wrongful Act” that may result in “Damages”; and

(2) Settle any “Claim” which may result, provided:

(a) We have your written consent to settle; and

(b) The settlement is within the applicable Limit of Insurance available.

Our liability will be limited as described below if:

(1) You refuse to consent to any settlement we recommend, and

(2) Such recommended settlement is also acceptable to the claimant.

When this happens, our liability under this policy for such "Claim" shall not exceed the amount we would have paid for "Damages" and "Defense Expense" if you had consented at the time of our recommendation. You shall thereafter negotiate and defend that "Claim" at your own cost and without our involvement.

b. Our right and duty to defend such "Claims" end when we have used up the Limit of Insurance available, as provided under SECTION III – LIMITS OF INSURANCE. This applies both to "Claims" pending at that time and those filed thereafter.

c. Expenses:

(1) When we control defense of a "Claim", we will pay associated "Defense Expense" and choose a counsel of our choice from the panel of attorneys we have selected to deal with “Claims”. If you give us a specific written request at the time a “Claim” is first made:

(a) You may select one of our panel of attorneys; or

(b) You may ask us to consider the approval of a defense attorney of your choice that is not on our panel.

We will use the panel attorney you selected in **(a)** above, or consider your request in **(b)** above, when we deem it appropriate to engage counsel for such “Claim”.

(2) If by mutual agreement or court order the insured assumes control of such defense before the applicable Limit of Insurance is used up, we will reimburse the insured for reasonable "Defense Expense", subject to item **(3)** immediately below.

(3) If we defend you under a reservation of rights, both your and our counsel(s) will be required to maintain records pertinent to your "Defense Expenses". These records will be used to determine the allocation of any "Defense Expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

(4) In any case, however, we only pay “defense expense” amounts in excess of the Deductible.

3. Exclusions

a. This insurance does not apply to "claims" arising directly or indirectly from any:

(1) “Wrongful Acts” which were the subject of any demand, suit or other proceeding which was initiated against any insured; or

(2) Facts and circumstances which would cause a reasonable person to believe a “claim” would be made and which were known to any insured;

Prior to the effective date of the earlier of the first policy of this type that we issued to you of which this policy was an uninterrupted renewal of this type of coverage, or this policy.

b. Breach of any express contract or agreement, including any express obligation to make payments in the event of termination of employment.

c. Obligation to pay “Damages” by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for “Damages” that the insured would have in the absence of the contract or agreement.

d. Of the following laws:

(1) Any workers compensation, disability benefits or unemployment compensation law, or any similar law,

(2) Employees' Retirement Income Security Act of 1974, Public Law 93-406, (E.R.I.S.A.) as now or hereafter amended, or any similar state or other governmental law. This includes fiduciary liability, liability arising out of the administration of any employee benefit plan and any other liability under any such laws; or

(3) The Fair Labor Standards Act, the National Labor Relations Act of 1938, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991988), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any “damages” awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former "employee".

e. Oral or written publication of material, if such material:

(1) Was published by or at the direction of the insured with knowledge of the material's falsity; or

(2) Was first published before the Retroactive Date, if any, shown in the Declarations.

f. Dishonest, criminal or fraudulent acts of the insured or the willful failure by the insured or with the insured’s consent to comply with any law or any governmental or administrative order or regulation. Willful means acting with intentional or reckless disregard for such laws, orders or regulations.

The enforcement of this exclusion against any insured under this policy shall not be imputed to any other insured.

g. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury".

h. “Wrongful Acts” which occur when or after:

(1) You file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding; or

(2) Any other business entity acquires an ownership interest in you which is greater than fifty percent.

i. Costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.

j. Lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations.

k. “Damages” which an “Insured” must pay as a result of a “Claim” brought about or contributed to in fact by the gaining by such “Insured” of any profit, remuneration or advantage to which such “Insured Person” is not legally entitled.

l. Actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any of the foregoing, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.

m. Brought or maintained by or on behalf of any “Insured” except a “Claim” that is a derivative action brought or maintained on behalf of the insured entity by one or more persons who are not Directors, Officers and Trustees and who bring and maintain such “Claim” without solicitation, assistance or participation of any “Insured”.

n. Failure or omission to effect and maintain insurance.

o. Damage to or destruction of any tangible property including loss of use thereof.

p. “Employment Practices Wrongful Act”.

q. Any ”wrongful act” constituting a violation of the federal Securities Act of 1933, the federal Securities Exchange Act of 1934, or any other similar state securities law, rule or regulation promulgated under any of these, regardless of whether such violation result in the imposition of criminal fines or penalties or the award of civil damages.

r. This insurance does not apply to "bodily injury," "property damage", “personal and advertising injury” damages, injury, or any other loss of any kind, cost, or expense arising out of one or more of actual or alleged access to, retention or possession of, disclosure of, and/or failure to obtain consent to, failure to destroy, and/or failure to create or develop any policy (written or otherwise) related to the: capture, scanning, retrieval, collection, protection, obtainment, storage, conversion, transfer, sale, sharing, or dissemination of any kind of an individual’s “biometric identifiers” or “biometric data”, regardless of how such “biometric identifiers” or “biometric data” are captured, scanned, retrieved, collected, protected, obtained, stored, converted, transferred, sold, shared, or disseminated by any insured or any third party acting by, on behalf of or at the direction of the insured.

SECTION II – WHO IS AN INSURED

1. You and those qualifying under “Insured Persons” are insureds under this policy.

2. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. You must provide us notice of such acquisition or formation within 30 days of the effective date of your acquisition or formation;

b. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

c. Coverage does not apply to any "Wrongful Act" that occurred before you acquired or formed the organization; and

d. You must pay us any additional premium due as a condition precedent to the enforceability of this additional extension of coverage.

This part does not apply to any organization after it is shown in the Declarations or added to this policy by endorsement.

SECTION III – LIMITS OF INSURANCE

1. The limits of insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds; or

b. Persons or organizations making “Claims”.

2. The Amount of Insurance stated as Policy Aggregate Limit is the most we will pay for the sum of all “Damages” for all “Claims” arising out of any actual or alleged “Wrongful Acts” covered by this insurance.

Each payment we make for such “Damages reduces the Policy Aggregate Limit by the amount of the payment. This reduced limit will then be the Amount of Insurance available for further “Damages” under this policy.

3. Subject to 2. above, the Amount of Insurance stated as the Each “Claim” Limit of Insurance is the most we will pay in excess of the Deductible as further described in SECTION IV – DEDUCTIBLE for the sum of all “Damages” for injury arising from “Wrongful Acts” covered by this insurance arising out of one “Claim” whether such “Claim” is brought by one or more claimants.

4. In addition to the payments for “Damages” in paragraphs **2.** and **3.** above, we will also pay all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of paragraphs **2.** and **3.** above.

5. “Defense Expenses” are in addition to and are not part of the Limit of Liability specified in the Declarations. However, we will not be obligated to pay any “Defense Expenses” after the applicable Limit of Insurance has been exhausted by payment of “damages”.

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

SECTION IV – DEDUCTIBLE

1. A deductible applies to all “Damages” and “Defense Expense” arising from any one “Claim”.

2. Our obligation to pay “Damages” and "Defense Expense" on behalf of any insured applies only to the sum of the amount of “Damages” and "Defense Expense" for each "Claim", which is in excess of the deductible amount stated in the Declarations.

3. Your obligation is to pay that deductible which is applicable to each "Claim" made against this insurance. That deductible applies to the sum of all “Damages” arising from a "Wrongful Act" paid for each "Claim" and applicable "Defense Expense" associated therewith. If there should be no “Damages” paid for a "Claim", you are still obligated to pay the applicable deductible for any "Defense Expense" incurred by us in connection with that "Claim".

4. The terms of this insurance apply irrespective of the application of the deductible, including those with respect to:

a. Our right and duty to defend any "Claims" seeking those “Damages”; and

b. Your duties in the event of a "Claim".

5. We may pay any part or all of the deductible to effect settlement of any "Claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible as we may have paid for “Damages” or "Defense Expense".

6. The application of the deductible does not erode the Limits of Insurance provided.

SECTION V – CONDITIONS

1. Bankruptcy

Subject to exclusion **h.**, the bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us written advance notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notification of cancellation will also be sent to your broker, if known, or agent of record, if known.

e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

f. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata, but will not be less than 95% of the unearned premium. The cancellation will be effective even if we have not made or offered a refund.

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

3. Changes

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

4. Duties in Event of "Wrongful Acts" or "Claims"

a. You must see to it that we are notified as soon as practicable of any specific "Wrongful Acts" which you believe may result in an actual "Claim". Your belief must be reasonably certain as the result of specific allegations made by a potential claimant or such potential claimant's legal representative, or as the result of specifically identifiable injury sustained by a potential claimant. To the extent possible, notice should include:

(1) How, when and where such "Wrongful Act" took place;

(2) The names and addresses of any potential claimants and witnesses; and

(3) The nature of any injury arising out of such "Wrongful Act".

Notice of such "Wrongful Act" is not notice of a "Claim", but preserves any insured's rights to future coverage for subsequent "Claims" arising out of such "Wrongful Acts" as described in the Basic Extended Reporting Period of SECTION VII – EXTENDED REPORTING PERIODS.

b. If a "Claim" is received by any insured:

(1) You must immediately record the specifics of the "Claim" and the date received;

(2) You and any other involved insured must see to it that we receive written notice of the "Claim", as soon as practicable, but in any event we must receive notice either:

(a) During the policy period or within sixty (60) days thereafter; or

(b) With respect to any “Claim” first made during any Extended Reporting Period we provide under SECTION VII - EXTENDED REPORTING PERIODS, during such Extended Reporting Period, as a condition precedent for coverage under this insurance. Such notice must provide us with the same information as is required in item **a.** immediately preceding; and

(3) You and any other involved insured must:

(a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "Claim";

(b) Authorize us to obtain records and other information;

(c) Cooperate with us in the investigation, settlement or defense of the "Claim"; and

(d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

c. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

5. Examination of Your Books and Records

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

6. Inspections and Surveys

a. We have the right but are not obligated to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the employment conditions we find; and

(3) Recommend procedures, guidelines and changes.

b. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of, or lawful practices with your workers or the public. We do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards as they relate to the purpose of this or any other insurance.

c. Paragraphs **a.** and **b.** of this condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

7. Legal Action Against Us

No person or organization has a right under this Policy:

a. To join us as a party or otherwise bring us into a "Claim" seeking “Damages” from any insured; or

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we 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 insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

If other valid and collectible insurance is available to the insured for “Damages” or "Defense Expense" we cover under this Policy, our obligations are limited as follows:

a. As this insurance is primary insurance, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

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

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

9. Payment of Premiums and Deductible Amounts

a. We will compute all premiums for this insurance in accordance with our rules and rates; and

b. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and deductible payments due and will be the payee for any return premiums we pay.

10. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us in your application for this insurance. That application is attached to and incorporated into this policy and forms the basis of our obligations under this policy; and

c. Since we have issued this policy in reliance upon your representations, this policy is voidable if any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application.

11. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom "Claim" is made.

No knowledge or information possessed by any insured will be imputed to any other insured, except for material facts or information known to the person or persons who signed the application for this insurance.

12. Sole Agent

The first Named Insured is authorized to act on behalf of all insureds as respects the payment for premiums and deductibles, giving or receiving of notice of cancellation or nonrenewal, receiving premium refunds, requesting any Supplemental Extended Reporting Period and agreeing to any changes in this policy.

13. Transfer Of Rights Of Recovery Against Others To Us

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

14. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

15. When We Do Not Renew

If we decide not to renew this insurance, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice. Notification of nonrenewal will also be sent to your broker, if known, or agent of record, if known.

SECTION VI – DEFINITIONS

1. "Bodily Injury" means physical injury to the body, sickness or disease sustained by a person as the result of direct physical injury to the body, including death resulting from any of these at any time.

2. "Claim" means a:

a. Written demand for monetary damages;

b. Civil proceeding commenced by the service of a complaint or similar pleading;

3. "Coverage Territory" means:

a. The United States of America (including its territories and possessions) and Puerto Rico; or

b. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in a. above, while he or she is away for a short time on your business; provided that the insured's responsibility to pay "damages" is determined in a suit (or in any other type of civil proceeding as described under the definition of "claim") on the merits in, and under the substantive law of, the United States of America (including its territories and possessions) or Puerto Rico.

4. "Damages" means monetary amounts to which this insurance applies and which the insured is legally obligated to pay as judgments or awards, or as settlements to which we have agreed in writing. “Damages” include:

a. "Pre-judgment Interest" awarded against the insured on that part of the judgment we pay,

b. To the extent allowed by law, any portion of a judgment or award that represents a multiple of the compensatory amounts or punitive or exemplary damages, and

c. Statutory attorney fees.

"Damages" do not include:

a. Civil, criminal, administrative or other fines or penalties;

b. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; or

c. Judgments or awards because of acts deemed uninsurable by law.

5. "Defense Expense" means payments allocated to a specific "Claim" for its investigation, settlement, or defense, including:

a. Attorney fees and all other litigation expenses.

b. The cost of bonds to appeal a judgment or award in any "Claim" we defend. We do not have to furnish these bonds.

c. The cost of bonds to release attachments We do not have to furnish these bonds.

d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "Claim", including actual loss of earnings up to $250 a day because of time off from work.

e. Costs taxed against the insured in the "Claim".

"Defense Expense" does not include:

a. Salaries and expenses of our employees or your "Employees", other than:

(1) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific "Claim" for the defense of the insured; and

(2) The expenses described in **d.** above; and

b. Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of SECTION III – LIMITS OF INSURANCE.

6. "Employee" means a person employed by you for wages or salary. But "Employee" does not include any independent contractor, any employees of any independent contractor while acting within the scope of their employment, any "Leased Worker" or any "Temporary Worker".

7. "Employment Practices Wrongful Act" means any of the following actual or alleged practices

a. Which are directed against any of your "Employees", “Leased Workers”, “Temporary Workers”, former "Employees" or any applicant for employment by you, and

b. For which remedy is sought under any federal, state or local statutory or common civil employment law:

(1) Wrongful refusal to employ a qualified applicant for employment;

(2) Wrongful failure to promote, or wrongful deprivation of career opportunity;

(3) Wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;

(4) Wrongful termination of employment, including retaliatory or constructive discharge;

(5) Employment related misrepresentation;

(6) Harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by any applicable federal, state, or local statute; or

(7) Oral or written publication of material that slanders, defames or libels or violates or invades a right of privacy.

8. “Insured Persons” means

a. Any past, present or future duly elected or appointed director, officer or trustee,

b. Past, present or future members of duly constituted commissions, boards or other units operated under your charter and written approval,

c. Your current or former "Employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business,

d. Any person providing volunteer services for you, at your request, and operating under your direction and control,

e. Any person serving as a director or officer of another nonprofit organization at your express written direction,

f. The estates, heirs, legal representatives or assigns of deceased persons who were “Insured Persons” at the time of the “Wrongful Act” upon which a “Claim” is based,

g. The legal representatives or assigns of an “Insured Person” in the event of their incompetence, insolvency or bankruptcy, and

h. The lawful spouse of an “Insured Person” under items **a.** and **b.** above is also an “Insured Person”, but solely by reason of such spouse’s status as a spouse or such spouse’s ownership interest in property which the claimant seeks as recovery for an alleged “Wrongful Act”.

9. "Leased Worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased Worker" does not include a "Temporary Worker".

10. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

11. "Pre-judgment Interest" means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.

12. “Property Damage” means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur when such tangible property cannot be used due to an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Temporary Worker" means a person who is furnished to you to substitute for a permanent "Employee" on leave or to meet seasonal or short-term workload conditions.

14. “Wrongful Act” means

a. Any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a Director, Officer or Trustee in his or her capacity as such;

b. Any matter asserted against a Director, Officer or Trustee solely by reason of his or her status as director, officer, trustee, employee, volunteer or member of a duly constituted committee of the insured entity; and

c. Any other actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by the insured entity.

“Wrongful Act” shall not include any “Employment Practices Wrongful Act”.

15. “Biometric identifiers" means DNA, written signature, computer navigation (mouse or touchpad) pattern, keystroke pattern, behavioral pattern, retinal scan, eyeball scan, iris scan, fingerprint, footprint, voiceprint, vascular scan, hand geometry scan, face geometry scan, or any other personally identifiable measurable biological characteristic of a natural person. “Biometric identifiers” includes any similarly-defined term(s) included in any state or federal statute that includes any of the “biometric identifiers,” or similar term(s), set out above.

16. "Biometric data" means any information, regardless of how it is captured, scanned, retrieved, collected, protected, obtained, stored, converted, transferred, sold, shared, or disseminated, based on an individual's “biometric identifier” used to identify an individual. “Biometric data” includes personal data relating to the physical, physiological, or behavioral characteristics of a natural person which allow or confirm the unique identification of that natural person.

SECTION VII – EXTENDED REPORTING PERIODS

1. We will provide Extended Reporting Periods, as described below, if:

a. This Policy is cancelled or not renewed; or

b. We renew or replace this Policy with insurance that:

(1) Has a Retroactive Date later than the date shown in the Declarations of this Policy; or

(2) Does not apply on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "Claims" as the result of “Wrongful Acts” which occurred after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.

3. Extended Reporting Periods do not reinstate or increase the Limits of Insurance.

4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

a. Five years with respect to "Claims" arising out of “Wrongful Acts” which had been properly reported to us no later than the end of the policy period in accordance with paragraph **4.a.** of Duties in the Event of “Wrongful Acts” or "Claims", in SECTION V – CONDITIONS; and

b. Sixty days with respect to "Claims" arising from “Wrongful Acts” not previously reported to us.

The Basic Extended Reporting Period does not apply to "Claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

5. A Supplemental Extended Reporting Period of either twelve (12) months, twenty-four (24) months or thirty-six (36) months duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph **4.b.** above, ends. You must give us a written request for the endorsement, and its length, within 30 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The exposures insured;

b. Previous types and amounts of insurance;

c. Limits of Insurance available under this Policy for future payment of “Damages” and

d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Policy.

6. The Supplemental Extended Reporting Period Endorsement we issue shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "Claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period begins.