

Portfolio of Coverage

Epecially Designed For:

APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC
PO BOX 400440
CHARLOTTESVILLE, VA 22904-0000



Underwritten by
National Union Fire Insurance Company of Pittsburgh, PA.



National Union Fire Insurance Company of Pittsburgh, PA.

RISK CONTROL POLICYHOLDER NOTICE

Dear VFIS Client,

Safety and health is a major concern in emergency service organizations today. These issues are important because of the major impact that accidents can have on an organization. Morale can often be affected as well as an organization's finances. Insurance rarely covers all the expenses associated with accidents. There are often hidden costs that the organization must bear such as time spent reporting, documenting and investigating the accident, time spent training the replacement staff and time to replace the vehicles and equipment.

Risk Control Guidelines Provided by VFIS

As a valuable service to you, VFIS provides risk control guidelines and programs to your organization in an effort to help you prevent and/or reduce the impact of accidents. Implementing VFIS risk control measures could benefit your organization by reducing or eliminating the hidden costs of accidents while helping your organization to continue to serve your community.

VFIS provides a number of programs and services to help you in your risk control effort. While most of these services are available to our clients at no additional cost, some may require a fee based on the scope of the service requested. Some of the services and programs that we provide to our clients include:

- On-site risk control consultations
- Recommendations to control identifiable hazards
- Loss experience analysis
- Consultation on specific risk control-related problems
- Sample standard operating guidelines for vehicle operations
- Accident investigation procedures and forms
- Health and Safety Audit of NFPA 1500

Risk Control Publications

VFIS has many resources that you can access at no charge on our Web site. These include Communiqués, which are a one-page fact sheet, that presents a specific hazard and provides procedures for controlling the hazard. VFIS also provides numerous training programs that you can access through the Client Education and Training Resource Catalog. Please visit www.vfis.com to view and order these resources.

Inquire About Our Risk Control Services

If you would like information about some of the above services and publications, please call VFIS Client Risk Solutions at (800) 233-1957.

National Union Fire Insurance Company of Pittsburgh, Pa.

(a capital stock company)

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000

Administered by:

VFIS | 183 Leader Heights Road | York, PA 17402

800.233.1957 | vfis.com



COMMON POLICY DECLARATIONS

Named Insured and Mailing Address:
APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC
PO BOX 400440
CHARLOTTESVILLE, VA 22904-0000

Policy Number:

VFNU-TR-0003491-06/000

Policy Period: From 02-01-2026

To 02-01-2027

12:01 AM Standard Time at your mailing address shown above.

Type of Entity: CORPORATION

Business Description: EMERGENCY SERVICE ORGANIZATION

This policy consists of the following coverage parts:

Premium

Property	Not Covered
Crime	\$97.00
Portable Equipment	Not Covered
Auto	Not Covered
General Liability	\$1,131.00
Management Liability	\$1,666.00
Excess Liability	Not Covered

Taxes / Fees / Surcharges: _____

Estimated Total Premium: \$2,894.00

The policy premium is payable on the dates and in the amounts shown below:
See Installment Schedule.

Named Insured:
APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC

Policy Number:
VFNU-TR-0003491-06/000

Policy Period: From 02-01-2026
To 02-01-2027

COMMON FORMS

See Schedule of Forms and Endorsements.

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in the policy. The policy consists of the coverage parts where a premium is shown on page 1 of these Common Policy Declarations. In addition to any common forms, each coverage part consists of a Coverage Part Declarations and any coverage forms and endorsements listed on the Coverage Part Declarations or elsewhere in the policy.

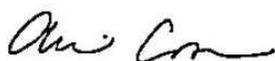


Authorized representative (countersignature, where required)

02-02-2026

Date

The Company has caused this policy to be signed by its President and Secretary



President



Secretary

Policy Number
VFNU-TR-0003491-06/000

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Effective Date: 02-01-26
12:01 A.M., Standard Time

Agency Name VFIS

COMMON POLICY FORMS AND ENDORSEMENTS

89644	06-13	ECONOMIC SANCTIONS ENDORSEMENT
VCO300	01-20	COMMON POLICY CONDITIONS
125595	03-20	FEDERAL SHARE OF COMPENSATION UNDER TRIA
965560	03-20	POLICYHOLDER DISCLOSURE NOTICE OF TERROR
CG 21 70	01-15	CAP ON LOSSES FROM CERTIFIED ACTS OF TER
VCOVA1	01-20	VA CHANGES-CANCELLATION AND NONRENEWAL

CRIME FORMS AND ENDORSEMENTS

VCR105	01-20	EMPLOYEE DISHONESTY COVERAGE FORM (COVER
VCR300	01-20	CRIME GENERAL PROVISIONS
VCR109	01-20	ADDITIONAL COVERAGES COMPUTER AND FUNDS
VCR110	01-20	IDENTITY FRAUD EXPENSE COVERAGE FORM

GENERAL LIABILITY FORMS AND ENDORSEMENTS

VGL101	11-23	EMERGENCY SERVICE ORGANIZATION GENERAL L
VGL212	05-24	EXCLUSION ELECTRONIC INFORMATION SECURIT
VGL217	05-24	EXCLUSION - VIOLATION OF LAW ADDRESSING
GGL330	01-20	MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICL

MANAGEMENT LIABILITY FORMS AND ENDORSEMENTS

VML101	11-23	EMERGENCY SERVICE ORGANIZATION MANAGEMEN
VML203	05-24	EXCLUSION CONFIDENTIAL INFORMATION
VML310	11-23	AMENDATORY ENDORSEMENT MANAGEMENT LIABIL
VMLVA311	01-26	CYBER COVERAGE ENDORSEMENT - VIRGINIA (S
VMLVA1	01-26	VIRGINIA CHANGES
VMLVA8	01-20	VIRGINIA CHANGES - EXTENDED REPORTING PE

POLICYHOLDER NOTICES

118477	03-15	POLICYHOLDER NOTICE - TAXES, ASSESSMENTS
91222	09-16	POLICYHOLDER NOTICE
AGLC105774	01-22	AIG PRIVACY NOTICE

Policy Number
VFNU-TR-0003491-06/000

INSTALLMENT SCHEDULE

Named Insured APPALACHIAN SEARCH AND RESCUE Effective Date: 02-01-26
 CONFERENCE, INC 12:01 A.M., Standard Time

Agency Name VFIS

IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY IS PAYABLE ON INSTALLMENTS AS FOLLOWS:

	DUE	PREMIUM	SURCHARGE	REVISED INSTALLMENT TOTAL
DEPOSIT	02/01/2026	\$1,447.00		\$1,447.00
INSTALLMENT	08/01/2026	\$1,447.00		\$1,447.00

Failure to pay the Installment Premium by the Date Due shown shall constitute non-payment of premium for which we may cancel this policy.

ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of

policy No. VFNU-TR-0003491-06/000

issued to APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC

By AMERICAN INTERNATIONAL GROUP, INC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

AUTHORIZED REPRESENTATIVE

COMMON POLICY CONDITIONS

All coverage parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. 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. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If this Condition conflicts with your state's requirements regarding cancellation or non-renewal, the provisions of any state-specific form attached to this policy will supersede this Condition to the extent of such conflict.

B. Changes

This policy contains all the 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.

C. 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.

D. Inspections and Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply 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.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Liberalization

If we revise any coverage included in this policy, and if such revision does not require a premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

F. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

G. Titles

Throughout this policy, titles are intended for ease of reference only. They do not extend or restrict any coverage beyond what is specifically stated in the policy had no titles been used.

H. Transfer of Your Rights and Duties Under This Policy

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

ENDORSEMENT

**This endorsement, effective 02/01/2026 12:01 A.M.,
Forms a part of Policy No.:** VFNU-TR-0003491-06/000
Issued to: APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC
By: NATIONAL UNION FIRE INS. CO. OF PITTSBURGH, PA.

FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES ENDORSEMENT

This endorsement modifies insurance provided by this Policy:

DISCLOSURE

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage such as, an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and for aggregate insured losses up to \$100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.

All other terms and conditions of the Policy remain the same.

Authorized Representative

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(COVERAGE INCLUDED)

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$_____0_____, and does not include any charges for the portion of losses covered by the United States government under the Act.

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
HOSPICE AND HOME HEALTH CARE LIABILITY COVERAGE PART
HOSPICE AND HOME HEALTH CARE NOT FOR PROFIT ORGANIZATION DIRECTORS AND OFFICERS
LIABILITY POLICY
LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
PUBLIC OFFICIALS AND MANAGEMENT LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE PART
HEALTHCARE PROFESSIONAL LIABILITY AND HEALTHCARE GENERAL LIABILITY
RELIGIOUS ORGANIZATION MANAGEMENT LIABILITY COVERAGE PART
RELIGIOUS ORGANIZATION MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

- 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 Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CRIME COVERAGE PART
GENERAL LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART
PORTABLE EQUIPMENT COVERAGE PART
PROPERTY COVERAGE PART

A. Paragraphs **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:
 - a.** 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b.** 45 days before the effective date of cancellation if we cancel for any other reason.
- 3.** We will send written notice in accordance with Virginia Law or deliver written notice to the first Named Insured's last mailing address known to us.
- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a.** We will compute return premium pro rata and round to the next higher whole dollar when this policy is cancelled:
 - (1)** At our request;
 - (2)** Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;
 - (3)** And rewritten by us or a member of our company group; or
 - (4)** After the first year, if it is a prepaid policy written for a term of more than one year.
 - b.** When this policy is cancelled at your request (except when Paragraph **a.(2)**, **a.(3)** or **a.(4)** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

B. The following is added to the Common Policy Conditions and supersedes any other provision to the contrary:

NONRENEWAL

- 1.** If we elect not to renew this policy, we will mail or deliver a notice of nonrenewal to the first Named Insured shown in the Declarations, stating the reason for nonrenewal, at least:
 - a.** 15 days before the expiration date if the nonrenewal is due to nonpayment of premium; or
 - b.** 45 days before the expiration date if the nonrenewal is for any other reason.
- 2.** We will send written notice of nonrenewal in accordance with Virginia Law or deliver written notice of nonrenewal to the first Named Insured's last mailing address known to us.
- 3.** If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFNU-TR-0003491-06/000
Policy Period: From 02-01-2026
To 02-01-2027

CRIME COVERAGE PART DECLARATIONS

Estimated Coverage Part Premium: \$ 97.00

Taxes, Fees and Surcharges:

Total Premium: \$ 97.00

Crime Forms

See Schedule of Forms and Endorsements.

Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFNU-TR-0003491-06/000
Policy Period: From 02-01-2026
To 02-01-2027

CRIME COVERAGE PART DECLARATIONS

Employee Dishonesty – Blanket

Covered Entity:
APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC

Limit of Insurance	Deductible	Faithful Performance
\$ 25,000	None	No

SPECIFIC EXCESS LIMIT OF INSURANCE – NAME SCHEDULE

<u>Names of Covered "Employees"</u>	<u>Excess Limit of Insurance Each "Employee"</u>	<u>Faithful Performance</u>
-------------------------------------	--	-----------------------------

SPECIFIC EXCESS LIMIT OF INSURANCE – POSITION SCHEDULE

<u>Titles of Positions / Name of Covered Entities</u>	<u>Number of "Employees" in Each Position</u>	<u>Excess Limit of Insurance Each "Employee"</u>	<u>Faithful Performance</u>
---	---	--	-----------------------------

Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFNU-TR-0003491-06/000
Policy Period: From 02-01-2026
To 02-01-2027

CRIME COVERAGE PART DECLARATIONS

Computer Fraud

Covered Entity:
APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC

Limit of Insurance	Deductible
\$ 10,000	None

Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFNU-TR-0003491-06/000
Policy Period: From 02-01-2026
To 02-01-2027

CRIME COVERAGE PART DECLARATIONS

Fraudulent Impersonation Coverage

Covered Entity:

APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC

Limit of Insurance

Deductible

\$10,000

None

Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFNU-TR-0003491-06/000
Policy Period: From 02-01-2026
To 02-01-2027

CRIME COVERAGE PART DECLARATIONS

Identity Fraud Expense

Covered Entity:
APPALACHIAN SEARCH AND RESCUE CONFERENCE, INC

Limit of Insurance

Deductible

\$ 10,000

None

Persons Not Covered

EMPLOYEE DISHONESTY COVERAGE FORM (Coverage Form A - Blanket)

A. COVERAGE

We will pay for loss of, and loss from damage to, covered property resulting directly from the covered cause of loss.

1. **Covered Property:** "Money", "securities" and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty".
3. **Coverage Extension**

Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in General Condition B.16. for a period not more than 120 days.

B. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the Declarations.

C. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the Declarations. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this coverage form even though it falls entirely within the deductible amount; and
 - b. Upon our request, give us a statement describing the loss.

D. ADDITIONAL EXCLUSIONS, CONDITION AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.

But if you can prove in the absence of such computations that you have sustained a covered loss, you may offer your inventory records and actual physical count of inventory in support of other evidence as to the amount of loss claimed.

2. **Additional Condition**

Cancellation As To Any Employee: This insurance is cancelled as to any “employee”:

- a. Immediately upon discovery by you of any dishonest act committed by that “employee” whether before or after becoming employed by you; or
- b. On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing. The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

3. **Additional Definitions**

- a. “Employee dishonesty” in paragraph A.2. means only dishonest acts committed by an “employee,” whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:
 - (1) Cause you, or the rightful owners of any covered property included in paragraph B.12. **Ownership of Property; Interests Covered** of the Crime General Provisions, to sustain loss; and also
 - (2) Obtain financial benefit (other than employee benefits known to you, approved by you, and earned in the normal course of employment, including salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
 - (a) The “employee”; or
 - (b) Any person or organization intended by the “employee” to receive that benefit.
- b. “Occurrence” means all loss caused by, or involving, one or more “employees”, whether the result of a single act or a series of acts.

CRIME GENERAL PROVISIONS

Various provisions in this coverage part restrict coverage. Read the entire coverage part carefully to determine rights, duties and what is or is not covered.

Throughout this coverage part the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we,” “us” and “our” refer to the Company providing this insurance.

Various provisions of this coverage part refer to knowledge held or obtained by you, or discovery made by you. Under these provisions, knowledge or discovery by you means knowledge held or obtained, or discovery made, by any natural person who is:

1. An officer of any corporation which is a Named Insured under this policy;
2. An elected or appointed official of any governmental entity, including an official or employee of any unnamed governmental entity authorized to manage, govern or control your “employees”; or
3. An officer, official, director, trustee, commissioner, board member or administrator of any plan, trust, union, association, club, auxilliary or other organization which is a Named Insured under this policy.

Words and phrases in quotation marks are defined in this coverage part.

Unless stated otherwise in any Crime coverage form, declarations or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime coverage forms making up this coverage part.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You:** Loss resulting from any dishonest or criminal act committed by you whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or “occurrence” covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, covered property.
 - b. Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. **Concealment, Misrepresentation or Fraud:** This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
 - a. This insurance;
 - b. The covered property;
 - c. Your interest in the covered property; or
 - d. A claim under this insurance.

2. **Consolidation - Merger:** If through consolidation or merger with, or purchase or acquisition of assets or liabilities of, some other entity:
 - a. Any additional persons become "employees"; or
 - b. You acquire the use and control of any additional premises;any insurance afforded for "employees" or premises also applies to those additional "employees" and premises for a period of 60 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or premises. Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or premises. Such automatic termination shall be retroactive to the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.

3. **Coverage Extensions:** Unless stated otherwise in the coverage form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the coverage or coverage section.
4. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, covered property you must:
 - a. Notify us as soon as possible.
 - b. Submit to examination under oath at our request and give us a signed statement of your answers.
 - c. Give us a detailed, sworn proof of loss within 120 days.
 - d. Cooperate with us in the investigation and settlement of any claim.
5. **Extended Period to Discover Loss:** We will pay for covered loss discovered no later than one year from the end of the policy period. However, if:
 - a. You obtain replacement insurance not issued by us or any affiliate; and
 - b. Such loss is covered by your replacement insurance; and
 - c. Your replacement insurance provides an extended period to discover loss of less than one year or does not provide an extended period to discover loss;

we will pay only for covered loss discovered no later than the number of days equal to any extended period to discover loss provided by such replacement insurance. If such replacement insurance does not provide an extended period to discover loss, we will not provide this Extended Period to Discover Loss.

6. **Joint Insured**
 - a. If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

- b. If any insured or officer of that insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every insured.
 - c. An “employee” of any insured is considered to be an “employee” of every insured.
 - d. If this insurance or any of its coverages is cancelled or terminated as to any insured, loss sustained by that insured is covered only if discovered no later than one year from the date of that cancellation or termination.
 - e. We will not pay more for loss sustained by more than one insured than the amount we would pay if all the loss had been sustained by one insured.
7. **Legal Action Against Us:** You may not bring any legal action against us involving loss:
- a. Unless you have complied with all the terms of this insurance; and
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within 2 years from the date you discover the loss.
8. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
- a. The actual amount of loss; or
 - b. The sum of the limits of insurance applicable to those coverages.
9. **Loss Covered Under This Insurance and/or Prior Insurance**
- a. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
 the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
 - b. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance issued to you or any predecessor in interest by any carrier other than us or any affiliate:
 - (a) Any deductible amount applicable to such loss will be reduced by any deductible amount applicable or sustained by you under the prior insurance; and
 - (b) The Limit of Insurance applicable to such loss will be reduced by any amount paid or payable to you under the prior insurance.
 - c. If you or any predecessor in interest sustained loss during the period of any prior insurance, and you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
 The insurance under this paragraph c. is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under this insurance as of its effective date, or the prior insurance had it remained in effect.
10. **Non-Cumulation of Limit of Insurance:** Regardless of the number of years this insurance remains in force, the number of premiums paid or the duration of any loss, no Limit of Insurance or deductible amount applicable to any coverage of this insurance cumulates from year to year or period to period.

11. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity. But this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.
12. **Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:
- That you own or hold; or
 - For which you are legally liable.
- However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.
13. **Policy Period**
- The policy period is shown in the Declarations.
 - Except as provided by the **Loss Covered Under This Insurance and/or Prior Insurance** General Condition, we will pay only for loss that you sustain through acts committed or events occurring during the policy period.
14. **Records:** You must keep records of all covered property so we can verify the amount of any loss.
15. **Recoveries**
- Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - To you, until you are reimbursed for any loss that you sustain that would be covered under this insurance, but that exceeds the Limit of Insurance and the deductible amount, if any;
 - Then to us, until we are reimbursed for the settlement made;
 - Then to you, until you are reimbursed for that part of the loss equal to the deductible amount, if any.
 - Recoveries do not include any recovery:
 - From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - Of original "securities" after duplicates of them have been issued.
16. **Territory:** This insurance covers only acts committed or events occurring within the United States of America, its territories and possessions, Puerto Rico or Canada.
17. **Transfer of Your Rights of Recovery Against Others to Us:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.
18. **Valuation - Settlement**
- Subject to the applicable Limit of Insurance provision we will pay for:
 - Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:
 - At face value in the "money" issued by that country; or
 - In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

- (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of:
 - i. The value of the "securities" at the close of business on the day the loss was discovered; or
 - ii. The Limit of Insurance.
- (3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the premises for not more than the:
 - (a) Actual cash value of the property on the day the loss was discovered;
 - (b) Cost of repairing the property or premises; or
 - (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it. If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.
- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":
 - (1) In the "money" of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

- 1. "Employee" means:
 - a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
 - b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you; or
 - c. Any natural person who is a non-compensated officer or any other volunteer of any volunteer fire, ambulance, or other emergency service or auxiliary organization which is a Named Insured under this policy, while such officer or volunteer is subject to your direction and control and performing services for you; or
 - d. Any natural person who is an elected or appointed supervisory official of any governmentally operated fire, ambulance or other emergency service organization which is a Named Insured under this policy, while such official is performing services for you; or
 - e. Any natural person who is a director, trustee, commissioner or board member of any organization which is a Named Insured under this policy, while such director, trustee, commissioner or board member is performing services for you.

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Director, trustee, commissioner or board member:
 - (a) With respect to his or her official duties as your director, trustee, commissioner or board member; or
 - (b) While executing specific acts mandated or authorized by a resolution of your board of directors, board of trustees or board of commissioners.
2. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
3. "Property other than money and securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime coverage form as Property Not Covered.
4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- but "securities" does not include "money".

ADDITIONAL COVERAGES COMPUTER AND FUNDS TRANSFER FRAUD AND FRAUDULENT IMPERSONATION

SCHEDULE

Coverage	Limit of Insurance	Deductible Amount
Computer and Funds Transfer Fraud	\$ per Occurrence	\$ per Occurrence
Fraudulent Impersonation	\$ per Occurrence	\$ per Occurrence

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. COMPUTER AND FUNDS TRANSFER FRAUD COVERAGE

1. We will pay for loss you sustain arising directly out of the loss of or damage to "money", "securities" and "property other than money and securities" resulting directly from:
 - a. A fraudulent:
 - (1) Entry of "electronic data" or "computer program" into; or
 - (2) Change of "electronic data" or "computer program" within;
 any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs **A.1.a.(1)** and **A.1.a.(2)** above:
 - (a) "Money", "securities" or "property other than money and securities" to be transferred, paid or delivered; or
 - (b) Your account at a "financial institution" to be debited or deleted.
 - b. A "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and transfer, pay or deliver "money" or "securities" from that account.
2. As used in Paragraph **A.1.a.**, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this Coverage.

B. FRAUDULENT IMPERSONATION COVERAGE

1. We will pay for loss you sustain arising directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by an "employee", "customer" or "vendor" but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "employee", "customer" or "vendor".
2. Verification

If the Limit of Insurance for Fraudulent Impersonation shown in the Schedule on this endorsement is \$100,000 or greater, the following is a precondition to coverage under this endorsement:

You shall verify all "transfer instructions" for amounts greater than or equal to \$25,000. This verification will be in accordance with a pre-arranged callback or other established verification procedure before acting upon any such "transfer instruction".

C. LIMIT OF INSURANCE

1. The most we will pay for loss in any one "occurrence" for Computer and Funds Transfer Fraud Coverage is the applicable Limit of Insurance shown in the Schedule.
2. The most we will pay for loss in any one "occurrence" for Fraudulent Impersonation Coverage is the applicable Limit of Insurance shown in the Schedule.

If any loss is covered under more than one Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Coverages.

D. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the deductible amount shown in the Schedule on this endorsement. We will then pay the amount of loss in excess of the deductible amount, up to the Limit of Insurance.

E. EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusions** applicable to **A. Computer and Funds Transfer Fraud Coverage** and **B. Fraudulent Impersonation Coverage**:

We will not pay for loss as specified below:

- a. **Acts of Employees, Directors, or Trustees:** We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees, or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) Whether while performing services for you or otherwise.

- b. **Authorized Access**

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Paragraph **A.2**.

- c. **Confidential Or Personal Information**

Loss resulting from:

- (1) The disclosure of your or another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The use of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

- d. **Data Security Breach**

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

2. **Additional Exclusions** applicable to **A. Computer and Funds Transfer Fraud Coverage:**

We will not pay for loss as specified below:

a. **Authorized Access**

Loss resulting from a fraudulent:

- (1) Entry of "electronic data" or "computer program" into; or
- (2) Change of "electronic data" or "computer program" within;

any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Paragraph **A.2.**

b. **Credit Card Transactions**

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

c. **Exchanges Or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

d. **Fraudulent Instructions**

Loss resulting from an "employee" or "financial institution" acting upon any instruction to:

- (1) Transfer, pay or deliver "money", "securities" or "property other than money and securities"; or
- (2) Debit or delete your account;

which instruction proves to be fraudulent, except when covered under **Paragraph A.1.b.** or **A.2.**

e. **Inventory Shortages**

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

- (1) An inventory computation; or
- (2) A profit and loss computation.

3. The Territory Condition, under Section **E. Conditions**, is replaced by the following as respects **B. Fraudulent Instruction Coverage:**

Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world.

4. **Additional Definitions**

a. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".

b. "Computer system" means:

- (1) Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
- (2) Systems and applications software; and
- (3) Related communications networks;

by which "electronic data" is collected, transmitted, processed, stored or retrieved.

c. "Customer" means an entity or individual to whom you sell goods or provide services under a written contract.

- d. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- e. "Financial institution" means:
 - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
 - (2) An insurance company; or
 - (3) A stock brokerage firm or investment company.
- f. "Fraudulent instruction" means:
 - (1) With regard to Paragraph **A.1.(b)**:
 - (a) A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
 - (b) A written instruction (other than those covered under Paragraph **A.2.** issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
 - (2) With regard to Paragraph **A.2.:**

A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under A. Computer and Funds Transfer Fraud Coverage, which instruction in fact was fraudulently issued by your computer software contractor.
- g. "Occurrence" means:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with others, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under the Crime General Provisions, General Condition 9.
- h. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "money" and securities:
 - (1) By means of computer, telefacsimile, telephone or other electronic instructions; or
 - (2) By means of written instructions (other than a check, draft, promissory note, or similar written promise, order or direction to pay a sum certain in "money") establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
- i. "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".
- j. "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.

5. **Revised Definitions:**

- a. With regard to A. Computer and Funds Transfer Fraud Coverage, the following is added to the definition of "money" in the General Crime Provisions:
 - 3. Deposits in your account at a "financial institution" as defined in Paragraph **E.4.e.**
- b. As respects the coverage provided by this endorsement, the following is added to the definition of "property other than money and securities" in the General Crime Provisions:

"Property other than money and securities" does not include "computer programs", "electronic data" or any property specifically excluded under this insurance.

IDENTITY FRAUD EXPENSE COVERAGE FORM

SCHEDULE

Limit of Insurance: Deductible: Persons Not Covered:
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

A. COVERAGE

We will pay for “expenses” you sustain incurred by:

1. You; or
2. Any “employee”;
resulting directly from “identity fraud”.

B. LIMIT OF INSURANCE

The most we will pay for your “expenses” resulting directly from “identity fraud” is the applicable Limit of Insurance shown in the Schedule.

C. DEDUCTIBLE

We will not pay for “expenses” unless the amount of “expenses” exceeds the deductible amount shown in the Schedule. We will then pay the amount of “expenses” in excess of the deductible amount, up to the Limit of Insurance.

D. EXCLUSIONS, CONDITIONS AND DEFINITIONS

In addition to the Crime General Provisions, this coverage form is subject to the following:

1. **Additional Exclusion:**

“Expenses” due to “theft”, “identity fraud” or any other dishonest act committed by:

1. You;
2. Any “employee”; or
3. Any person shown in the Schedule;
whether acting alone or in collusion with other persons.

2. **Revised Exclusion:**

The **Legal Expenses** Exclusion is replaced by the following:

Expenses incurred by you which are related to any legal action, except when covered under this Coverage Form.

3. **Revised Condition:**

The following is added to the **Duties In The Event Of Loss** Condition:

You must send to us, within 60 days after our request, receipts, bills or other records that support any claim for “expenses” covered under this Coverage Form.

4. **Additional Definitions:**

a. “Expenses” means:

- (1) Advertising and public relations expenses incurred by you to restore your business reputation as a result of an “identity fraud”;
- (2) Costs incurred by you or any “employee” for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
- (3) Costs incurred by you or any “employee” for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
- (4) Costs incurred by you or any “employee” for obtaining credit reports;
- (5) Lost income incurred by you or any “employee” resulting from time taken off work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel, up to a maximum payment of \$250 per day. Total payment for lost income is not to exceed \$10,000 or the Limit of Insurance shown in the Schedule, whichever is less;
- (6) Loan application fees, incurred by you or any “employee” for reapplying for a loan when the original application is rejected solely because the lender received incorrect credit information;
- (7) Reasonable attorney fees to:
 - (a) Defend lawsuits brought against you by merchants, vendors, suppliers, financial institutions or their collection agencies;
 - (b) Remove any criminal or civil judgments wrongly entered against you; and
 - (c) Challenge the accuracy or completeness of any information in a consumer credit report for you;
- (8) Charges incurred by you or any “employee” for long distance telephone calls to merchants, vendors, suppliers, customers, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual “identity fraud”; and
- (9) Any other reasonable expenses incurred by you or any “employee” with our written consent.

b. “Identity fraud” means the act of knowingly transferring or using, without lawful authority, a means of identification of:

- (1) Your business as shown in the Declarations; or
- (2) Any “employee”;

with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

c. “Theft” means the unlawful taking of property to the deprivation of the Insured.

Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFNU-TR-0003491-06/000
Policy Period: From 02-01-2026
To 02-01-2027

GENERAL LIABILITY COVERAGE PART DECLARATIONS

Limits of Insurance

Each Occurrence or Medical Incident	\$ 1,000,000	
Medical Expense	\$ 10,000	Any One Person
Personal & Advertising Injury	\$ 1,000,000	
General Aggregate	\$ 2,000,000	
Products - Completed Operations Aggregate	\$ 2,000,000	
Products - Completed Operations are subject to the General Aggregate limit unless indicated otherwise		
Employers' Liability	NOT COVERED	
Bodily Injury by Accident	\$	Each Accident
Bodily Injury by Disease	\$	Policy Limit
Bodily Injury by Disease	\$	Each Employee or Volunteer

Estimated Coverage Part Premium: \$ 1,131.00

Taxes, Fees and Surcharges:

Total Premium: \$ 1,131.00

General Liability Forms

See Schedule of Forms and Endorsements.

EMERGENCY SERVICE ORGANIZATION GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. 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.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V. Definitions.**

SECTION I. COVERAGES

Coverage A. Bodily Injury and Property Damage Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A, B or C** or medical expenses under **Coverage D.**No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – Coverages A, B AND C.**
- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no officer, director, commissioner or trustee, and no volunteer or "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If any such persons knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known to have occurred prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in paragraph b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in paragraph b.(3) above:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions Applicable to Coverage A

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to expected or intended "bodily injury" or "property damage" resulting from reasonable actions taken to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

d. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's business; or
- (2) Any volunteer, if you provide or are required to provide any benefits for such volunteer under any workers' compensation law, disability benefits law, or any similar law; or
- (3) The spouse, child, parent, brother or sister of that "employee" or volunteer as a consequence of paragraph (1) or (2) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

e. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) "Training operations"; or
- (3) Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building; or
- (5) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire":
 - (a) At or from premises you own, rent or occupy; or
 - (b) At or from any site or "location" in connection with operations described in (1), (2) or (3) above; or
- (6) "Bodily injury" or "property damage" arising out of an "incident" originating from an "above ground storage tank" and caused by a "named peril" but only if you notify us of the "incident" as soon as practicable and not more than fourteen (14) days after the "incident" ends.

f. Asbestos

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials, or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them. This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising from; or
- (2) The costs of abatement, removal or disposal of:
asbestos released as a result of "emergency operations" or "training operations" away from premises which are either owned by, rented to, or occupied by any insured.

g. Lead, Electromagnetic Radiation, Nuclear

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;
or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (2) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

h. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (5) A watercraft you own that is:

- (a) Powered by a motor or combination of motors of 100 horsepower or less; or
- (b) Not powered by a motor; or
- (c) A "personal watercraft".

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. War

"Bodily injury" or "property damage", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. Damage To Property

"Property damage" to:

- (1) Property you or any insured owns, rents, or occupies;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you or any insured;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when volunteers or "employees" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance. The limit of the company's liability is the Each Occurrence or Medical Incident Limit stated in the Declarations, subject to a \$100 deductible each "occurrence".

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

I. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

m. Abuse or Molestation

Damages arising out of:

- (1) The actual, alleged or threatened abuse or molestation, including but not limited to "sexual abuse" or sexual molestation, of any person committed by anyone; or
- (2) The negligent:
 - (a) Employment
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure to so report; or
 - (e) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

However, this exclusion will not apply to the Named Insured if no officer, director, commissioner or trustee of the Named Insured knew or had reason to know of the abuse or molestation.

We will defend an insured, subject to the terms and conditions of this coverage form, for an otherwise covered civil action until either a judgement of final adjudication establishes abuse or molestation, or the insured confirms abuse or molestation.

Defense expenses are included within and shall reduce the applicable limit of insurance for abuse or molestation.

All claims arising out of an abuse or molestation act or a series of related abuse or molestation acts shall be deemed to be a single claim and shall be deemed to have been made at the time that the first of such claims is made against the insured.

n. Professional Health Care Services

Damages arising or allegedly arising out of providing or failing to provide "professional health care services".

o. Employment Practices

"Bodily injury" or "property damage" arising out of your "employment practices".

p. Product Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

q. Perfluoroalkyl Or Polyfluoroalkyl Substance

Any injury, damage, expense, cost, loss, liability, or legal obligation arising out of, related to, or attributed in any way to, any "Perfluoroalkyl Or Polyfluoroalkyl Substance", regardless of any act, omission, or status of any insured or any other entity.

This exclusion does not apply to:

- (1) "Emergency operations" conducted away from premises owned by or rented to you or

- any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2) Water runoff from the cleaning of equipment used in "emergency operations".

r. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of an "unmanned aircraft" while:

- (1) Rented, leased or loaned to others without an operator who is your "employee" or "volunteer worker";
- (2) Used in any professional or organized racing or demolition contest or stunting activity, or while practicing or preparing for such contest or activity; or
- (3) Not used in the insured's operations.

Exclusions c. through r. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. The Each Occurrence or Medical Incident Limit shown in the Declarations will apply to this coverage.

Coverage B. Personal and Advertising Injury Liability

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverages A, B or C** or medical expenses under **COVERAGE D**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – Coverages A, B AND C**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions Applicable to Coverage B

This insurance does not apply to:

a. Knowing Violation of the Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published with Knowledge of Its Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to the Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

- d. **Criminal Acts**
"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.
- e. **Contractual Liability**
"Personal and advertising injury" for which the insured has assumed liability in a 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.
- f. **Breach of Contract**
"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- g. **Quality or Performance of Goods**
"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- h. **Wrong Description of Prices**
"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
- i. **Infringement of Copyright, Patent, Trademark or Trade Secret**
"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- j. **Pollution**
"Personal and advertising injury" arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water.
- k. **Professional Health Care Services**
"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional health care services".
- l. **Employment Practices**
"Personal and advertising injury" arising out of your "employment practices".
- m. **Asbestos**
Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- n. **Lead, Electromagnetic Radiation, Nuclear**
 - (1) Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.

(2) Any loss, cost or expense arising out of any actual, alleged or threatened injury to any person or property from any radioactive matter or nuclear material.

o. War

"Personal and advertising injury", however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Sexual Abuse

"Personal and advertising injury" arising out of the "sexual abuse" of any person.

Coverage C. Professional Health Care Liability

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "medical incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III. LIMITS OF INSURANCE**; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – Coverages A, B AND C** or medical expenses under **COVERAGE D**.

b. This insurance applies only if the damages are caused by a "medical incident" that takes place:

- (1) During the policy period; and
- (2) In the "coverage territory".

2. Exclusions Applicable to Coverage C

All exclusions under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE C**, except that exclusion n. **Professional Health Care Services** under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE C**, except that exclusion k. **Professional Health Care Services** under **COVERAGE B** shall not apply.

In addition, this insurance does not apply to:

a. Medical Command via Telecommunications Device

Any physician providing or failing to provide on-line medical direction or medical command via telecommunication to emergency medical personnel.

b. Criminal Acts

Injury arising out of a criminal act (except for "sexual abuse") committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

Coverage D. Medical Expense

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions Applicable to Coverage D

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured.
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury on Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation and Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletic Activities**
To a person injured while taking part in athletics.
- f. **Products – Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Professional Health Care Services**
To any person for "professional health care services" provided by you.

h. Coverage A

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Supplementary Payments – Coverages A, B and C

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. 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 part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph 2.b.(2) of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II. WHO IS AN INSURED

1. If you are:
 - a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.
2. In addition to you, each of the following is an insured:
 - a. **Volunteers and Employees.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
 - b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
 - c. **Good Samaritans.** Your volunteers, "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
 - d. **Owners of Commandeered Equipment.** The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".
 - e. **Real Estate Managers.** Any person or any organization while acting as your real estate manager.
 - f. **Blanket Additional Insureds.** Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "medical incident", but only with respect to liability arising out of your premises or operations and caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf.

3. **Mobile Equipment.** With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to "property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. **New Organizations.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, 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. 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;
 - b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. **COVERAGE C** does not apply to a "medical incident" that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage D**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **Coverage B**; and
 - d. Damages under **Coverage C**;for each Named Insured shown in the Declarations and each "location" owned by or rented to you.
3. The Products - Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations.
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **Coverage B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Medical Incident Limit is the most we will pay for the sum of:
 - a. Damages under **Coverages A and C**; and
 - b. Medical expenses under **Coverage D**;because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "medical incident".

6. Subject to 5. above, the Each Occurrence or Medical Incident Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **Coverage D** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this coverage part 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. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. Duties in the Event of an Occurrence, Offense, Medical Incident, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence", offense or "medical incident" which may result in a claim or "suit". To the extent possible, notice should include:
 - (1) How, when and where the "occurrence", offense or "medical incident" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence", offense or "medical incident".
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) 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.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. If you report an "occurrence", offense or "medical incident" to an insurer providing other than General Liability insurance, which later develops into a General Liability claim covered under this coverage part, failure to report such "occurrence", offense or "medical incident" to us at the time of the "occurrence", offense or "medical incident" shall not be deemed in violation of these conditions. However, you shall give notification to us, as soon as is reasonably possible, that the "occurrence", offense or "medical incident" is a General Liability claim.

- f. Knowledge of an “occurrence”, offense or “medical incident” by any of your agents, volunteers or “employees” shall not constitute knowledge by you unless one of your officers or anyone responsible for administering your insurance program has received a notification from the agent, volunteer or “employee”.

3. Legal Action Against Us

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this coverage part 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; but we will not be liable for damages that are not payable under the terms of this coverage part 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, “employee”, elected or appointed officer, director, commissioner, trustee, medical director or owner of commandeered equipment for a loss we cover under **Coverages A, B or C** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than volunteers, “employees”, elected or appointed officers, directors, commissioners, trustees, medical directors or owners of commandeered equipment, for a loss we cover under **Coverages A, B or C** of this form, our obligations are limited as follows:

- a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, 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 c. below.

- b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is fire, extended coverage, builder's risk, installation risk or similar coverage for "your work";
- (b) That is fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (d) That is insurance covering your liability for “bodily injury” or “property damage” arising out of the providing, serving or selling of alcoholic beverages to others;

- (e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of fireworks, including but not limited to firecrackers, aerial or ground displays, in conjunction with any demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from an emergency response you provide in response to an emergency arising out of fireworks; or
 - (f) If the loss arises out of the maintenance or use of aircraft or watercraft to the extent not subject to exclusion h. of **Coverage A. Bodily Injury And Property Damage Liability**.
- (2) Any other primary insurance, including pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **Coverages A, B or C** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this coverage part.

c. Method Of Sharing

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.

5. Representations

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete;
- b. The information is based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded, provided such failure or omission is not intentional. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented.

6. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this coverage part 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 or "suit" is brought.

7. 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 coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

If we decide not to renew this coverage part, 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.

SECTION V. DEFINITIONS

1. "Above ground storage tank" means a tank that is located at your premises and:
 - a. Is designed and used to contain a "petroleum product" at (except for propane) atmospheric pressure;
 - b. Has a liquid capacity in excess of sixty (60) gallons; and
 - c. Is intended for fixed installation; and
 - d. Is properly installed, barrier-protected, and maintained in compliance with all standards of any statute, ordinance, regulation, or license requirement of any federal, state or local government having application to such tank.; and
 - e. Is situated wholly above the surface of the ground.
2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
3. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All other parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
6. "Emergency operations" means actions:
 - a. Which are urgent responses for protection of property, human life, health or safety; and
 - b. Which result from the performing or attempting to perform firefighting services, hazardous materials unit services, first aid, ambulance or rescue squad services, or related services, including the stabilizing or securing of an emergency scene; and
 - c. Which are sanctioned by:

(1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this coverage part; or

(2) An officer, volunteer member or "employee" of such organization.

However "emergency operations" does not include the use of a Class B firefighting foam containing any "Perfluoroalkyl Or Polyfluoroalkyl Substance" unless such use meets all standards of any statute, ordinance, regulation, or license requirement of any federal, state or local government having application to those operations.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or "employee", including:
- a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
 - c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of volunteers or "employees";
 - e. Negligent evaluation of volunteers or "employees";
 - f. Retaliation against volunteers or "employees" for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (2) Your fulfilling the terms of the contract or agreement.
11. "Incident" means the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of a "petroleum product" which:
- a. Begins during the policy period at an identified time and place; and
 - b. Ends in its entirety at an identified time within one hundred twenty (120) hours of the beginning of the discharge, dispersal, seepage, migration, release, or escape of a "petroleum product".

All discharge, dispersal, seepage, migration, release, or escape of a "petroleum product", continuous or otherwise, during an "incident" will be deemed to be a single "incident".

12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
13. "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".
14. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
16. "Medical incident" means any act, error or omission in the rendering of or failure to render "professional health care services" by you or by anyone for whose "professional health care services" you are legally responsible. Any such act, error or omission, together with all related acts, errors or omissions in the furnishing of such services to any one person, shall be considered one "medical incident".
17. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
18. "Named peril" means:
- a. Lightning, windstorm or earthquake;
 - b. Explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn of a tank, vessel, machinery, equipment, or other similar apparatus or device (other than an "auto"), including any attached piping, pumps or valves, but only if the explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn is not caused by deterioration, corrosion, erosion, decay, rotting or wear and tear; or
 - c. Vandalism or malicious mischief by someone other than an insured.
19. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
20. "Perfluoroalkyl Or Polyfluoroalkyl Substance" means any substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms including but not limited to perfluoroalkyl acids (PFAA) and perfluorooctane sulfonic acid (PFOS) and their salts, perfluoropolyethers (PFPE); fluorotelomer-based substances, and side-chain fluorinated polymers as well as any homologue, isomer, telomer, salt, derivative, precursor, degradation product, or by-product of any of these substances.
 "Perfluoroalkyl Or Polyfluoroalkyl Substance" also means any good or product, including containers, materials, parts, or equipment furnished in connection with such goods or products, that consists of or contains any substance described in the previous sentence.
21. "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, or any other interference with real property rights;
 - d. Oral or written publication in any manner 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 in any manner 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".

- 22.** "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.
- 23.** "Petroleum Product" means petroleum and all refined by-products of petroleum such as gasoline, diesel fuel, fuel oil, kerosene, or propane.
- 24.** "Products-completed operations hazard":
- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 25.** "Professional health care services" means:
- a.** Providing medical or nursing services;
 - b.** Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
 - c.** Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
 - d.** Handling of patients:
 - (1)** From the place where they are accepted for movement into or onto the means of transport,
 - (2)** During transport, and
 - (3)** From the means of transport to the place where they are finally delivered;
 - e.** Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
 - f.** Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
 - g.** Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.
- 26.** "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 at the time of the "occurrence" that caused it.

27. "Sexual abuse" means any actual, attempted or alleged sexual conduct by a person, or by persons acting in concert, which causes injury. "Sexual abuse" includes sexual molestation, sexual assault, sexual exploitation, or sexual injury, but does not include "sexual harassment".
28. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
- a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
29. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or injury arising out of a "medical incident" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.
30. "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.
31. "Training operations" means activities used to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards. However "training operations" does not include the use of a Class B firefighting foam containing any "Perfluoroalkyl Or Polyfluoroalkyl Substance".
32. "Unmanned aircraft" means an aircraft weighing 15 pounds or less that is not:
- a. Designed;
 - b. Manufactured; or
 - c. Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
"Unmanned aircraft" includes equipment used with such "unmanned aircraft", provided such equipment is attached to or essential for its operation.
33. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(b) The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

34. "Your work" means:

- a.** Work or operations performed by you or on your behalf; and
- b.** Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

EXCLUSION - ELECTRONIC INFORMATION SECURITY EVENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

1. The following exclusion applies to **Coverage A. Bodily Injury And Property Damage Liability, Coverage B. Personal and Advertising Injury Liability, Coverage C. Professional Health Care Liability**, and any additional coverage that is provided under this General Liability Coverage Part:

This insurance does not apply to:

Any injury, damage, expense, cost, loss, liability, or legal obligation arising out of or in any way related to an “electronic information security event”.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising from a “electronic information security event”.

2. The following definitions are added:

“Electronic information security event” means:

- (1) Transmission of malware from your “computer system” to a third party.
- (2) Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.
- (3) Unauthorized access to or use of any computer system.
- (4) The inability of an authorized user to access your web site or your “computer system” because of a denial of service attack.
- (5) A “personal identity event”, but this is limited to information that is obtained or released directly from:
 - (a) Your “computer system”; or
 - (b) The “computer system” of an entity that has such information under a formal agreement with you.
- (6) A “corporate privacy event”, but this is limited to information that is obtained or released directly from:
 - (a) Your “computer system”; or
 - (b) The “computer system” of an entity that has such Information under a formal agreement with you.

As used in this definition, a denial of service attack means an intentional attack on a web site or a computer network that prevents or slows down access to the web site or computer network.

“Computer system” means the following:

- (1) Computers, including Personal Digital Assistants (PDAs) and other transportable or hand held devices, electronic storage devices and related peripheral components;
 - (2) Systems and applications software;
 - (3) Communications networks (including the internet, intranets, extranets or virtual private networks) to the extent used by the items in (1) and (2) above;
- by which “electronic data” is collected, transmitted, processed, stored or retrieved; and
- (4) “Computer system” includes “electronic data” that is:
 - (a) Stored on any of the items described in item (1) above; or
 - (b) Temporarily outside of the “computer system” for use by an insured or an employee of an entity that has such information under a formal agreement with you.

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment. This includes such information, facts or programs only while they are in an electronic format.

“Personal identity event” means:

- (1) Unauthorized disclosure by you of “personally identifiable information” or your failure to protect “personally identifiable information” from misappropriation; or
- (2) Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of “personally identifiable information”, but only if this policy applies to such disclosure or misappropriation and it resulted directly from (1) above.

“Personally identifiable information” means any of the following in your care, custody or control:

- (1) Information from which an individual may be uniquely and reliably identified or contacted, including an individual’s name, telephone number, social security number, drivers license number, state identification number, account relationships, account numbers, account balances, account histories, financial information, credit card information, biometric information, access codes, and passwords;
- (2) Information concerning an individual that would be considered nonpublic personal information within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 as implemented and amended;
- (3) Information concerning an individual that would be considered protected health information within the Health Insurance Portability and Accountability Act of 1996 as implemented and amended; and
- (4) Any other type of nonpublic material or information.

“Corporate privacy event” means:

- (1) Unauthorized disclosure by you of “confidential corporate information” or your failure to protect “confidential corporate information” from misappropriation; or
- (2) Failure by you to disclose or warn of an actual or potential disclosure or misappropriation of “confidential corporate information”, but only if this policy applies to such disclosure or misappropriation and it resulted directly from (1) above.

“Confidential corporate information” means any commercial trade secret, patents, data, design, interpretation, forecast, formula, method, practice, process record, processing methods, customer lists, or any other nonpublic information of a non-insured third party, and which is:

- (1)** In your care, custody or control;
- (2)** Not available to the general public; and
- (3)** **(a)** Provided to you under a mutually agreed to written confidentiality/non-disclosure agreement; or
(b) Marked confidential or otherwise specifically designated in writing as confidential by such third party.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

A. The following is added to Paragraph 2., Exclusions Applicable To Coverage A of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Violation Of Law Addressing Data Privacy

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

B. The following is added to Paragraph 2., Exclusions Applicable To Coverage B of Section I – Coverage B – Personal And Advertising Injury Liability:

Violation Of Law Addressing Data Privacy

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

C. The following is added to Paragraph 2., Exclusions Applicable To Coverage C of Section I – Coverage C – Professional Health Care Liability:

Violation Of Law Addressing Data Privacy

Injury arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation,

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT SUBJECT TO MOTOR VEHICLE INSURANCE LAWS

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
LIABILITY COVERAGE PART
PUBLIC ENTITY LIABILITY COVERAGE PART

The **DEFINITIONS** Section is amended as follows:

1. The definition of "auto" is replaced by the following:

"Auto" means:

- a. Any land motor vehicle, trailer or semitrailer designed for travel on public roads; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. The following is added to the definition of "mobile equipment":

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

Named Insured:
APPALACHIAN SEARCH AND RESCUE
CONFERENCE, INC

Policy Number: VFNU-TR-0003491-06/000
Policy Period: From 02-01-2026
To 02-01-2027

MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS

THIS IS CLAIMS MADE COVERAGE. PLEASE READ THE POLICY CAREFULLY.

Limits of Insurance

Aggregate Limit	\$ 1,000,000	Coverage A and B Combined
Coverage A	\$ 500,000	Each Wrongful Act or Offense
Coverage B	\$ 100,000	Each Action for Injunctive Relief
Deductible (Coverage A only)	\$ 0	Each Wrongful Act or Offense

Estimated Coverage Part Premium: \$ 1,666.00

Taxes, Fees and Surcharges:

Total Premium: \$ 1,666.00

Management Liability Forms

See Schedule of Forms and Endorsements

EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM CLAIMS MADE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all the **SECTION V. CONDITIONS** contained in this coverage part.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this coverage part. 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 III. WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII. DEFINITIONS**.

SECTION I. COVERAGES

Coverage A. Insuring Agreement - Liability for Monetary Damages

1. We will pay those sums that the insured becomes legally obligated to pay as monetary damages arising out of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any such offense or "wrongful act" and settle any "claim" or "suit" that may result. However:
 - a. The amount we will pay for damages is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
 - b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A and B.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for below under **Supplementary Payments**. However, we may, prior to any "claim" or "suit" and at our sole discretion and expense, help you with an Equal Employment Opportunity Commission investigation, or an equivalent state or local agency investigation. If we choose to help you with an investigation, our help will be strictly voluntary, and we may discontinue it at any time. You agree that our help does not admit, confirm, waive, estop, or in any way represent a determination of coverage of any alleged employment related violation.
2. This insurance applies to offenses or "wrongful acts" only if:
 - a. The offense or "wrongful act" takes place in the "coverage territory" and before the end of the policy period; and
 - b. A "claim" is first made against any insured in accordance with paragraph 3. below, during the policy period or any Extended Reporting Period we provide according to **SECTION VI**.
3. A "claim" will be deemed to have been made at the earliest of the following times:
 - a. When notice of such "claim" is received and recorded by any insured or by us, whichever comes first;
 - b. When we make settlement in accordance with paragraph 1. above; or
 - c. When you become aware of an offense or "wrongful act" which may subsequently give rise to a "claim" being made against any insured, and you give written notice to us, as described in **SECTION V. CONDITIONS**, of such circumstances as soon as practicable but no later than:
 - (1) The end of the policy period; or
 - (2) The end of any applicable Extended Reporting Period.

All "claims" based on or arising out of the same or related offenses or "wrongful acts" by one or more insureds shall be considered first made when the first of such "claims" is made. Related offenses or "wrongful acts" shall include offenses or "wrongful acts" which are the same, related or continuous, or which arise from a common nucleus of facts.

Coverage A. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$300 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest earned on that part of any judgment within our limit of insurance after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the limits of insurance.

Coverage B. Insuring Agreement - Defense Expense for Injunctive Relief

1. We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" because of an "employment practices" offense, an offense in the "administration" of your "employee benefit plans", or other "wrongful act" to which this insurance applies. However:
 - a. The amount we will pay for "defense expense" is limited as described in **SECTION IV. LIMITS OF INSURANCE**; and
 - b. We have no obligation to arrange or provide the defense for any action for "injunctive relief". No other obligation or liability to pay sums or perform acts or services is covered.
2. This insurance applies only if:
 - a. The action seeking "injunctive relief" is brought in a legally authorized court or agency of the United States, any of its states or commonwealths, or any governmental subdivision of any of them;
 - b. Such action is filed during the policy period; and
 - c. The insured:
 - (1) First notifies us as soon as practicable after retaining counsel to respond to such action but in no case later than 60 days after the end of the policy period; and
 - (2) Is reasonably expedient in requesting us to pay the "defense expense".
3. All actions based on or arising out of the same or related offenses or "wrongful acts" shall be considered one action for "injunctive relief" regardless of the number of:
 - a. Insureds;
 - b. Plaintiffs;
 - c. Demands asserted; or
 - d. Injunctions, temporary restraining orders or prohibitive writs.

Related offenses or “wrongful acts” shall include offenses or “wrongful acts” which are the same, related or continuous, or which arise from a common nucleus of facts.

SECTION II. EXCLUSIONS

This insurance does not apply under either Coverage A or Coverage B to:

a. **Other Applicable Coverage**

Any offense or “wrongful act” which is insured by any other policy or policies except:

- (1) A policy purchased to apply in excess of this coverage part; or
- (2) That portion of monetary damages otherwise covered by this coverage part which exceeds the limits of liability of such other policy or policies, subject to the **Other Insurance** condition in **SECTION V. CONDITIONS**.

b. **Known Prior Acts**

Any offense or “wrongful act” which takes place prior to the inception date of this coverage part if the insured knew or reasonably should have foreseen that such offense or “wrongful act” would give rise to a “claim”.

c. **Prior Litigation**

Damages, loss or expense based upon, attributed to, arising out of, in consequence of, or in any way related to litigation or administrative or regulatory proceedings otherwise covered by this coverage part if such litigation or administrative or regulatory proceedings were initiated prior to or were pending on the inception date of this coverage part.

d. **Bodily Injury, Property Damage, Personal and Advertising Injury**

“Bodily injury”, “property damage”, or “personal and advertising injury” except when resulting from a covered “employment practices” offense.

e. **Workers’ Compensation and Similar Laws**

Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law, or any similar law.

f. **Professional Health Care**

Providing or failing to provide “professional health care services”.

g. **Fines**

Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.

h. **Bonds**

Any obligation related to a fidelity bond or a surety bond.

i. **Contracts**

Any amount actually or allegedly due under the terms of any contract for the purchase of goods or services or any payment or performance contract, other than an employment contract.

j. **Employment Contracts**

Any amount actually or allegedly due under the terms of any contract of employment for a definite term, or as severance pay under any contract of employment.

k. **Wage and Hour Laws**

Back wages, overtime or similar damages if specified by the Fair Labor Standards Act of 1938, as amended, or any other wage or hour law.

l. **Failure to Maintain Insurance**

The failure to effect or maintain:

- (1) Insurance of any kind, including adequate limits of insurance; or
- (2) Suretyship or bonds.

This exclusion does not apply to the extent coverage is provided for the "administration" of "employee benefit plans".

m. Performance of Employee Benefit Plans

Any "employment practices" offense or any offense in the "administration" of "employee benefit plans" arising out of:

- (1) Failure of any investment program, individual securities or savings program to perform as held forth by or represented by an insured;
- (2) Advice given by an insured in connection with participation or non-participation in stock subscription plans, savings programs or any other "employee benefit plan";
- (3) Errors in providing information or failing to provide information on past performance of investment vehicles;
- (4) Failure of the insured or any insurer, fiduciary, trustee or fiscal agent to perform any of their duties or obligations or to fulfill any of their guarantees with respect to the payment of benefits under "employee benefit plans" or the providing, handling or investment of funds;
- (5) The liability of others which is assumed by the insured under a contract or agreement, except to the extent the insured would have been liable in the absence of the contract or agreement;
- (6) Any claim for the return of compensation paid by the insured if a court determines that the payment was illegal; or
- (7) Any claim for benefits that are lawfully paid or payable to a beneficiary from the funds of an "employee benefit plan".

n. Claims Against Other Insureds

Any actions for "injunctive relief" or "claims":

- (1) By a Named Insured against any other insured; or
- (2) By one Named Insured against another Named Insured.

o. Criminal Acts

Damages, loss, or expense arising out of or contributed to by any fraudulent, dishonest, criminal, or malicious act of the insured or the willful violation of any statute, ordinance, or regulation committed by or with the knowledge of the insured. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such an act, or the insured confirms such act.

p. Abuse and Molestation

Damages, loss, or expense arising out of or contributed to by:

- (1) The actual, alleged, or threatened abuse or molestation including but not limited to sexual abuse or sexual molestation of any person committed by anyone; or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failing to so report; or
 - (e) Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) above.

q. Profit, Advantage or Remuneration

Any loss, cost or expense based upon or attributable to the insured gaining any profit, advantage or remuneration to which the insured is not legally entitled.

r. ERISA, COBRA and WARN Act Liability

Damages, loss or expense arising out of or contributed to by any insured's obligations under:

- (1) the Employee Retirement Income Security Act of 1974 (ERISA);

- (2) the Comprehensive Omnibus Budget Reconciliation Act (COBRA);
 - (3) the Worker Adjustment and Retraining Notification Act (WARN); or
 - (4) any similar federal, state, or local laws or regulations;
- including subsequent amendments or any regulations promulgated thereunder.

s. **Compliance with ADA Requirements**

Costs or expenses incurred as a result of physical modifications made to accommodate persons with disabilities as required by:

- (1) the Americans with Disabilities Act of 1990; or
 - (2) any federal, state, or local disability discrimination or accommodation laws or regulations;
- including subsequent amendments or any regulations promulgated thereunder.

t. **Strikes**

Damages, loss or expense arising out of or contributed to by any lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations.

u. **Tax Assessments**

Damages, loss or expense arising out of or contributed to by any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.

v. **Debt Financing**

Damages, loss or expense arising out of or contributed to by any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.

w. **Pollution**

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air therein), watercourse or other body of water, including underground water. This exclusion does not apply if:

- (1) There is no allegation that you are liable for, the cause of, or responsible in whole or in part for any pollution; and
- (2) You are alleged to be liable solely as a result of ordering an evacuation, a business or building closure, or other similar action to protect persons or property, provided you are authorized by law to take such actions.

x. **Asbestos, Lead, Electromagnetic Radiation, Nuclear**

- (1) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to asbestos or asbestos-containing materials.
- (2) Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to:
 - (a) The toxic properties of lead, or any material or substance containing lead; or
 - (b) Electromagnetic radiation;or exposure thereto, or for the costs of abatement, mitigation, removal, elimination or disposal of any of them.
- (3) Any loss, cost or expense arising out of any actual, alleged or threatened injury or damage to any person or property from any radioactive matter or nuclear material.

y. **Fungi or Bacteria**

- (1) Any liability, loss, injury or damage which would not have occurred or taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

z. Attorney Fees and Court Costs

Any award of costs or fees which arises out of an action for "injunctive relief".

aa. Perfluoroalkyl and Polyfluoroalkyl Substances

Any offense, or "wrongful act", or "defense expense" or to any obligation or expense whatsoever arising out of, related to, or attributed in any way to, any "Perfluoroalkyl Or Polyfluoroalkyl Substance", regardless of any act, omission, or status of any insured or any other entity.

SECTION III. WHO IS AN INSURED

1. If you are:

- a. An organization other than a partnership, joint venture or limited liability company, you are an insured.
- b. A partnership or joint venture, you are an insured. Your members and your partners are also insureds, but only within the course and scope of your operations.
- c. A limited liability company, you are an insured. Your members are also insureds, but only within the course and scope of your operations. Your managers are insureds, but only within the course and scope of your operations.

2. In addition to you, each of the following is an insured:

- a. **Volunteers and Employees.** Volunteers and employees, including any elected or appointed officers, directors, commissioners or trustees, but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
- b. **Medical Directors.** Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
- c. **Mutual Aid Agreements.** Any persons or organizations providing service to you under any mutual aid or similar agreement.
- d. **Blanket Additional Insureds.** Any person or organization liable for your "employment practices" offenses, offenses arising out of the "administration" of your "employee benefit plans", or other "wrongful acts" committed or alleged to have been committed by you is an insured under this coverage part, but only to the extent of that liability.

3. **Outside Directorship Extension.** Your volunteers, employees, officers, directors, commissioners, or trustees, while acting independently and not on behalf of your organization, are insureds while they serve on the board of directors of an outside organization as specified herein:

- a. The outside organization was established and is currently chartered as not-for-profit; and
- b. The organization is a separate and distinct entity not subject to your direction and control; and
- c. The organization exists for the purpose of supporting and furthering the efforts and welfare of the organizations or individuals who provide fire service, emergency medical response or rescue services.

This coverage shall be excess of and not contribute with:

- (1) Any insurance available, whether primary or excess; and
- (2) Any corporate indemnification agreements afforded by the outside organization.

In no event will this insurance inure to the benefit of the outside organization or to any of its officers, directors, commissioners, trustees, volunteers or employees, except to the extent that coverage is provided to an insured as set forth above.

4. 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 the organization. However:
 - a. 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; and
 - b. Coverage does not apply to any "employment practices" offense, offense in the "administration" of your "employee benefit plans", or other "wrongful act" that occurred before you acquired or formed the organization or of which you had notice or knowledge.No organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV. 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;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of:
 - a. Monetary damages under Coverage A; and
 - b. "Defense expense" under Coverage B;for each Named Insured shown in the Declarations.
3. Subject to 2. above, the Each "Wrongful Act" or Offense limit is the most we will pay under Coverage A for the sum of all monetary damages arising out of the same or related offenses or "wrongful acts".
4. Subject to 2. above, the Each Action for "Injunctive Relief" limit is the most we will pay under Coverage B for all "defense expense" arising out of all actions or proceedings for "injunctive relief" arising out of the same or related offenses or "wrongful acts".
5. The Aggregate Limits of this coverage part 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.
6. Our obligations under this coverage part end when the applicable Limit of Insurance available is exhausted. If we pay amounts for monetary damages or "defense expense" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

SECTION V. CONDITIONS

The following conditions apply in addition to the Common Policy Conditions.

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

2. **Duties in the Event of an Offense, "Wrongful Act", "Claim" or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an offense or "wrongful act" which may result in a "claim" or "suit". To the extent possible, notice should include:
 - (1) How, when and where the offense or "wrongful act" took place; and
 - (2) The names and addresses of any persons seeking damages or of any witnesses.

- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) 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 damages to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- e. Notice shall be deemed given as soon as practicable if it is given by the person to whom you have delegated such responsibility as soon as practicable after they become aware of an offense or "wrongful act".

3. Duties in the Event of a Request to Pay "Defense Expense" for "Injunctive Relief"

- a. You must see to it that we are notified as soon as practicable of an action or proceeding which may give rise to a request for us to respond for "defense expense". To the extent possible, notice should include:
 - (1) The plaintiff in the action;
 - (2) The court or agency involved;
 - (3) The relief being sought; and
 - (4) The date of the action and any underlying demand.
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any legal papers received in connection with the action and any underlying demand;
 - (2) Cooperate with us in the determination of any "defense expense" which may be covered by this insurance; and
 - (3) Submit a request for us to pay any covered "defense expense".

4. Legal Action Against Us

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages or "defense expense" from an insured; or
- b. To sue us on this coverage part 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; but we will not be liable for damages or "defense expenses" that are not payable under the terms of this coverage part or that are in excess of the applicable Limit of Insurance. Under Coverage A, an agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to the insured volunteer, employee, elected or appointed officer, director, commissioner, trustee or medical director for a loss or "defense expense" we cover under this coverage part, our insurance is primary, with no consideration or contribution with such other insurance. However, this does not apply to such insureds when serving on outside directorships as described in the **Outside Directorship Extension** of **SECTION III. WHO IS AN INSURED**.

If other valid and collectible insurance is available to insureds other than volunteers, employees, elected or appointed officers, directors, commissioners, trustees or medical directors for a loss or "defense expense" we cover under this coverage part, this insurance is excess over any of the other insurance

and its deductible or self-insured retention provisions, whether primary, excess, contingent or on any other basis.

6. Representations

By accepting this policy, you agree:

- a. The information in the Declarations is accurate and complete.
- b. That information is based upon representations you made to us in the application for this insurance. This application forms the basis of our obligations under this coverage part.
- c. This coverage part is void if any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented in the application for this insurance.

7. Separation of Insureds

Except with respect to the Limit of Insurance as described in **SECTION IV**, and any rights or duties specifically assigned 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 or "suit" is brought.

8. 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 coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this coverage part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of such non-renewal not less than 30 days before the expiration date. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right to Claim Information

Upon request, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding coverage part we have issued to you during the previous three years:

- a. A list or other record of each "wrongful act" or other offense not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. or paragraph 3.a. of this section. We will include the date and a brief description of such "wrongful act" or offense if that information was in the notice we received.
- b. A summary, by policy year, of payments made and amounts reserved.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

We compile claim and related information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI. EXTENDED REPORTING PERIODS (COVERAGE A ONLY)

With respect to Coverage A only:

1. We will provide one or more Extended Reporting Periods, as described in items 3. and 4. below, if:
 - a. This coverage part is cancelled or not renewed; or
 - b. We renew or replace this coverage part with insurance that does not apply to offenses or "wrongful acts" 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" arising out of offenses or "wrongful acts" that take place before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days.

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".

4. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we will take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limit of Insurance available under this coverage part; and
- d. Other related factors.

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

This endorsement 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" received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

5. The Basic Extended Reporting Period does not reinstate or increase the Limit of Insurance.
6. If the Supplemental Extended Reporting Period is in effect, we will provide the separate Aggregate Limit of Insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The separate Aggregate Limit of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit. The applicable Each "Wrongful Act" or Offense limit will continue to apply.

SECTION VII. DEFINITIONS

1. "Administration" means any of the following acts that you do or authorize a person to do:
 - a. Counseling volunteers or employees, other than giving legal advice, on "employee benefit plans";
 - b. Interpreting your "employee benefit plans";
 - c. Handling records for your "employee benefit plans"; and
 - d. Effecting enrollment, termination or cancellation of volunteers or employees under your "employee benefit plans".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Claim" means a written or oral notice, including "suit", from any party that it is their intention to hold the insured responsible for damages arising out of an offense or "wrongful act" by the insured.
4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Defense expense" means under Coverage B, fees or expenses incurred by the insured for:
 - a. Legal fees charged by the insured's attorney;
 - b. Court costs;
 - c. Expert witnesses; and
 - d. The cost of court bonds, but we do not have to furnish these bonds.
 "Defense expense" does not include:
 - (1) Any salaries, charges or fees for any insured, insured's volunteers or employees, or former volunteers or employees; or
 - (2) Any expenses other than a., b., c. and d. above.
6. "Employee benefit plans" mean group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program applying to volunteers or employees.
7. "Employment practices" means an actual or alleged improper employment related practice, policy, act or omission involving an actual, prospective, or former volunteer or employee, including:
 - a. Failing to hire or refusing to hire;
 - b. Wrongful dismissal, discharge, or termination of employment or membership, whether actual or constructive;
 - c. Wrongful deprivation of a career opportunity, or failure to promote;
 - d. Wrongful discipline of volunteers or employees;
 - e. Negligent evaluation of volunteers or employees;
 - f. Retaliation against volunteers or employees for the exercise of any legally protected right or for engaging in any legally protected activity;
 - g. Failure to adopt adequate workplace or employment-related policies and procedures;
 - h. Harassment, including "sexual harassment"; or
 - i. Violation of any federal, state or local laws (whether common law or statutory) concerning employment or discrimination in employment.
8. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by "fungi".
9. "Injunctive relief" means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by, an insured provided such action is filed during the policy period.
10. "Perfluoroalkyl Or Polyfluoroalkyl Substance" means any substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms including but not limited to perfluoroalkyl acids (PFAA) and perfluorooctane sulfonic acid (PFOS) and their salts, perfluoropolyethers (PFPE); fluorotelomer-based substances, and side-chain fluorinated polymers as well as any homologue, isomer, telomer, salt, derivative, precursor, degradation product, or by-product of any of these substances.

"Perfluoroalkyl Or Polyfluoroalkyl Substance" also means any good or product, including containers, materials, parts, or equipment furnished in connection with such goods or products, that consists of or contains any substance described in the previous sentence.

11. "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, or any other interference with real property rights;
 - d. Oral or written publication in any manner 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 in any manner 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.

12. "Professional health care services" means:
 - a. Providing medical or nursing services;
 - b. Providing professional services of any other health care professional, including emergency medical technicians and paramedics;
 - c. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;
 - d. Handling of patients:
 - (1) From the place where they are accepted for movement into or onto the means of transport,
 - (2) During transport, and
 - (3) From the means of transport to the place where they are finally delivered;
 - e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
 - f. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee; and
 - g. Establishing medical protocol, creating medical training curricula, providing medical training, conducting medical quality assurance programs, and carrying out similar duties.

13. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property; and
 - b. Loss of use of tangible property that is not physically injured but results from a. above.

14. "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature by a person, or by persons acting in concert, which causes injury. "Sexual harassment" includes:
 - a. The above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - b. The above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.However, "sexual harassment" does not include sexual abuse.

15. "Suit" means a civil proceeding in which damages arising out of an offense or "wrongful act" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.But "suit" does not mean any ethical conduct review or enforcement action, or disciplinary review or enforcement action.

16. "Wrongful act" means any actual or alleged error, act, omission, misstatement, misleading statement, neglect or breaches of duty committed by you or on behalf of you in the performance of your operations, including misfeasance, malfeasance, or nonfeasance in the discharge of duties, individually or collectively that results directly but unexpectedly and unintentionally in damages to others.

EXCLUSION – CONFIDENTIAL INFORMATION

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE FORM

A. The following is added to **SECTION II. EXCLUSIONS**:

This insurance does not apply under either **Coverage A** or **Coverage B** to:

Confidential Information

Any injury, damage, expense, cost, loss, liability, or legal obligation alleged as a result of, arising out of, based upon, or attributable in any way to:

- (1) Any violation of a “data privacy law”; or
- (2) Except to the extent that a “claim” is for an “employment practices” offense other than employment-related misrepresentation(s) to or employment-related invasion of privacy of an actual, prospective, or former volunteer or employee of an insured as described in subparagraphs **d.** and **e.** of the definition of “personal and advertising injury”, any:
 - (a) Failure to protect “confidential information”;
 - (b) Wrongful access, obtainment, collection, disclosure, destruction, processing, profiling, retention, sale, sharing, storage, or use of “confidential information”; or
 - (c) Failure to comply with those parts of an insured’s privacy policy that relate to the manner in which an insured accesses, obtains, collects, discloses, destroys, processes, retains, protects, sells, shares, stores, uses, or provides access to, “confidential information”.

B. The following definitions are added to the **DEFINITIONS** section:

“Confidential information” means any information relating to an identified or identifiable individual or household including, without limitation, information from which an individual may be uniquely and reliably identified or contacted. “Confidential Information” includes, but is not limited to, biometric information, biometric identifiers, or biometric data.

“Data privacy law” means:

- (1) The Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the General Data Protection Regulation ((EU) 2016/679 (GDPR)), the New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act), Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leech-Bliley Act (GLB), or any similar federal, state, local or foreign law or amendment to a law and any rules or regulations of the foregoing promulgated thereunder and amendments thereto; or
- (2) That part of any federal, state, local, or foreign law governing or relating to the access, obtainment, collection, disclosure, destruction, processing, retention, protection, profiling, sale, sharing, storage, or use of “confidential information”.

AMENDATORY ENDORSEMENT MANAGEMENT LIABILITY

This endorsement modifies insurance provided under the following:

EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM

1. HIPAA Fines and Penalties

HIPAA Fines and Penalties Schedule

Limit of Insurance	
\$100,000	Each HIPAA Claim
\$100,000	Aggregate

The exclusion for **Fines** in **Section II. Exclusions** is replaced by the following:

Fines

Fines, penalties and taxes, including those imposed by the Internal Revenue Service code or any similar state or local code.

Except for violations due to willful neglect as defined by the Health Insurance Portability and Accountability Act (HIPAA), this exclusion does not apply to the payment of fines and penalties assessed for HIPAA violations up to the limit of insurance shown in the above HIPAA Fines and Penalties Schedule for the coverage provided under Coverage A. The Each HIPAA Claim Limit of Insurance is part of and not in addition to the Each Wrongful Act Limit shown on the Declarations. The Aggregate Limit of Insurance is part of and not in addition to the Aggregate Limit shown in the Declarations.

2. FLSA Defense Expense Insurance

FLSA Defense Expense Schedule

Limit of Insurance	
\$100,000	Each FLSA Claim
\$100,000	Aggregate

The exclusion for **Wage and Hour Laws** in **Section II. Exclusions** is replaced by the following:

Wage and Hour Laws

Back wages, overtime or similar damages if specified by the Fair Labor Standards Act (FLSA) of 1938, as amended, or any other wage or hour laws.

However, we will reimburse Your "defense expense" as a result of a "suit" for such back wages, overtime or similar damages,

Our duty to reimburse Your "defense expense" ends upon payment of the FLSA Claim **Limit of Insurance** shown in the **Defense Expense Schedule**. The Aggregate Limit of Insurance is the most we will pay for Your "defense expense" arising out of all "suits" in any one policy period.

For the purpose of this endorsement, "defense expense" means, fees or expenses incurred by the insured for:

- a. Legal fees charged by the insured's attorney;
- b. Court costs;
- c. Expert witnesses; and
- d. The cost of court bonds, but we do not have to furnish these bonds.

"Defense expense" does not include:

- a. Any salaries, charges or fees for any insured, insured's volunteers or employees, or former volunteers or employees; or
- b. Any expenses other than a., b., c. and d. above.

3. Spouses, Estates, Heirs, and Legal Representatives added as Insureds

The following additions are made to Paragraph 2. Of **Section III. Who Is An Insured:**

- e. **Spouses.** The spouse of an insured but only for claims arising solely out of his or her status as such.
- f. **Estates, Heirs and Legal Representatives.** If an insured is deceased, the estates, heirs, legal representatives, and assigns, but only for claims arising solely out of their status as such. In the event of the incompetency, insolvency or bankruptcy of an insured, the legal representative of such insured, but only for claims arising solely out of their status as legal representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CYBER COVERAGE ENDORSEMENT – VIRGINIA (SECURITY AND PRIVACY LIABILITY; EVENT MANAGEMENT; CYBER EXTORTION)

COVERAGE CYB-A IS A CLAIMS MADE AND REPORTED INSURING AGREEMENT

PLEASE READ THE ENTIRE FORM CAREFULLY

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART

This **CYBER COVERAGE ENDORSEMENT VMLVA311** amends your policy's **EMERGENCY SERVICE ORGANIZATION MANAGEMENT LIABILITY COVERAGE FORM, VML101** (Claims Made) or **VML102** (Occurrence).

Unless otherwise indicated:

- i. the provisions of any other endorsement(s) shall prevail over the provisions of this endorsement, but only to the extent of any conflict; and
- ii. all other policy terms, conditions and exclusions remain unchanged.

SCHEDULE

COVERAGE	INSURING AGREEMENT SUBLIMIT(S)	RETENTION	RETROACTIVE DATE	CONTINUITY DATE
CYB-A. <u>Security and Privacy Liability</u>	\$500,000 S&P Per Claim Sublimit of Liability \$1,000,000 S&P Aggregate Sublimit of Liability	\$0	01/01/1900	01/01/1900
CYB-B. <u>Event Management</u>	\$50,000 Event Management Aggregate Sublimit of Liability	\$0	Not Applicable	Not Applicable
CYB-C. <u>Cyber Extortion</u>	\$20,000 Cyber Extortion Aggregate Sublimit of Liability	\$0	Not Applicable	Not Applicable

A. COVERAGES

Section I. Coverages is amended to include the following additional coverages at the end thereof:

CYBER COVERAGES

1. INSURING AGREEMENTS

CYB-A. SECURITY AND PRIVACY LIABILITY COVERAGE

With respect to the **SECURITY AND PRIVACY LIABILITY INSURING AGREEMENT**, the **DEFENSE** provisions and the **SETTLEMENT** provisions of this Section, solely with respect to “claims” first made against an insured during the policy period or the “discovery period” (if applicable) and reported to us pursuant to the terms of this policy, this **Security and Privacy Liability Coverage** affords the following coverage:

SECURITY AND PRIVACY LIABILITY INSURING AGREEMENT

We shall pay on an insured’s behalf all “loss” in excess of the applicable Retention that such insured is legally obligated to pay resulting from a “claim” alleging a “security failure” or “privacy event” first occurring on or after the “retroactive date” and prior to the “termination of coverage”.

CYB-B. EVENT MANAGEMENT COVERAGE

With respect to the **EVENT MANAGEMENT INSURING AGREEMENT** of this Section, solely with respect to a “privacy event” or “extortion threat” first discovered during the policy period and reported to us pursuant to the terms of this policy, this **Event Management Coverage** affords the following coverage:

EVENT MANAGEMENT INSURING AGREEMENT

We shall pay all “event management loss”, in excess of the applicable Retention, that an insured incurs as a result of a “privacy event” or “extortion threat” that has actually occurred or is reasonably believed by such insured to have occurred.

CYB-C. CYBER EXTORTION COVERAGE

With respect to the **CYBER EXTORTION INSURING AGREEMENT** of this Section, solely with respect to an “extortion threat” first occurring during the policy period and reported to us pursuant to the terms of this policy, this **Cyber Extortion Coverage** affords the following coverage:

CYBER EXTORTION INSURING AGREEMENT

We shall pay all “loss” in excess of the applicable Retention that an insured incurs as a result of an “extortion threat”.

2. ADDITIONAL PROVISIONS APPLICABLE TO CYB-A

Solely with respect to the coverage afforded under Coverage **CYB-A**, the following **DEFENSE** and **SETTLEMENT** provisions shall apply:

a. DEFENSE

- (1) We have the right and duty to defend a “suit” or “regulatory action” alleging a “security failure” or “privacy event”, even if the “suit” or “regulatory action” is groundless, false or fraudulent.
- (2) We have the right to investigate any “claim”.
- (3) Our duty to defend ends if an insured refuses to consent to a settlement that we recommend pursuant to the **SETTLEMENT** provision below and that the claimant will accept. As a consequence of such insured’s refusal, our liability shall not exceed the amount for which we could have settled such “claim” had such insured consented, plus “defense expense” incurred prior to the date of such refusal. This Clause shall not apply to any settlement where the total incurred “loss” does not exceed the applicable Retention.

b. SETTLEMENT

- (1) We have the right, with the written consent of an insured, to settle any “claim” if we believe that it is proper.
- (2) An insured may settle any “claim” without our consent where the insured can fully dispose of the “claim” and any “claims” alleging “related acts” that are subject to one Retention (inclusive of “defense expense”) on behalf of all insureds to which this insurance applies within the applicable Retention.

B. DEFINITIONS

The applicable **Definitions Section, Section VII. Definitions** of **VML101** or **Section VI. Definitions** of **VML102**, is amended as follows:

1. CYBER COVERAGE – AMENDED DEFINITIONS

- a. The definition of “wrongful act” is amended to include the following at the end thereof:

Solely with respect to the coverage afforded under Coverage **CYB-A**, “wrongful act” includes a “security failure” or “privacy event”.

- b. Solely with respect to the coverage afforded under Coverages **CYB-A**, **CYB-B** and **CYB-C**, the definitions of “bodily injury”, “claim”, “defense expense”, “property damage” and “suit” are deleted in their entirety and replaced with the following:

“Bodily injury” means physical injury, sickness or disease and, solely if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or death at any time.

“Claim” means:

- (1) a written demand for money, services, non-monetary relief or injunctive relief;
- (2) a written request for mediation or arbitration, or to toll or waive an applicable statute of limitations;
- (3) a “suit”; or
- (4) a “regulatory action”.

“Defense expense” means all reasonable and necessary fees charged by an attorney appointed by us (unless otherwise provided for by this policy) in connection with any “suit” or “regulatory action” brought against an insured, as well as all other reasonable and necessary fees, costs and expenses (including the cost of premiums for any appeal bond, attachment bond or similar bond arising out of a covered judgment, but without any obligation to apply for or furnish any such bond) incurred in the defense or investigation of a “claim” by us or by an insured with our written consent. “Defense expense” does not include: (i) compensation of any natural person insured; or (ii) any fees, costs or expenses incurred prior to the time that a “claim” is first made against an insured.

“Property damage” means physical damage to or destruction of any tangible property including, without limitation, any loss of use resulting therefrom. For purposes of this definition, “tangible property” does not include electronic data.

“Suit” means any:

- (1) civil proceeding for monetary, non-monetary or injunctive relief, which is commenced by service of a complaint or similar pleading;
- (2) criminal proceeding commenced by an arrest or a return of an indictment or information or similar document; or
- (3) binding arbitration proceeding to which an insured must submit or does submit with our consent.

2. The applicable **Definitions Section** is further amended to include the following at the end thereof:

CYBER COVERAGE – ADDITIONAL DEFINITIONS

Solely with respect to the coverage afforded under Coverages **CYB-A**, **CYB-B** and **CYB-C**, the following additional definitions apply:

“Computer system” means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

“Confidential information” means any of the following in an insured entity’s or “information holder’s” care, custody or control or for which an insured entity is legally responsible:

- (1) “personal information” including, without limitation, any information about a natural person protected under a “data privacy law”; or
- (2) any third party’s information (including any trade secret) that is not available to the general public.

“Continuity date” means the date set forth in the **SCHEDULE** of **CYBER COVERAGE ENDORSEMENT VMLVA311**.

“Control group” means a duly elected or appointed member of the board of directors, management committee or other governing body of the first Named Insured.

“Cookie” means a text file created when a user visits a website, typically stored on the user’s computer system, in order to identify the user and collect information about the user’s preferences and track the user’s behavior.

“Cyber operation” means the use of a “computer system” by, at the direction, or under the control of a sovereign state to:

- (1) disrupt, deny access to or degrade functionality of a “computer system”; or
- (2) copy, remove, manipulate, deny access to or destroy information in a “computer system”.

“Data privacy law” means that part of any federal, state, local or foreign law that requires entities that collect, process or hold “personal information”, or that have delegated the collection, processing or storage of “personal information” for which they are legally responsible to a third party, to: (1) protect “personal information” from wrongful or unauthorized collection, processing, disclosure, sharing, retention, sale, profiling or use; (2) provide individuals the ability to access or correct their “personal information”; (3) adopt specific privacy or security controls to protect “personal information”; or (4) provide notice to affected third parties of any actual or potential unauthorized access to “personal information”.

“Discovery period” means any “automatic discovery period” or “optional discovery period”, as such terms are defined in the **DISCOVERY** Clause.

“Electronic data” means any software or data stored electronically on an “insured computer system”, including without limitation electronically stored “confidential information”.

“Essential service” means a service that is essential for the maintenance of vital functions of a state, whether such service is provided by the state, a subdivision within the state or private entities, including, but not limited to, national defense, law enforcement, energy, telecommunication services and infrastructure, health services, utility services, emergency services, transportation services, and services necessary for the maintenance, operation and regulation of the financial systems (including banking and financial market infrastructure).

“Event management loss” means the following reasonable and necessary expenses and costs incurred and paid by an insured within six (6) months after the earlier of: (i) the discovery of a “privacy event”, or (ii) the insured’s reasonable belief that a “privacy event” has occurred:

- (1) for legal advice to an insured: (a) on minimizing the harm to such insured; (b) regarding the course of action that is legally required or appropriate to respond to the “privacy event” or “extortion threat”, including advice as to whether the insured has a right to

indemnification from another party in connection with the “privacy event” or “extortion threat”; (c) on the retention of vendors; (d) on the appropriate content, scope and distribution of any notice or disclosure to consumers, government agencies, regulators, law enforcement agencies, investors or other interested parties concerning the “privacy event” or “extortion threat”; and (e) regarding any responses to inquiries from government agencies, regulators, law enforcement agencies or other interested parties;

- (2) for technical advice to an insured relating to the most effective and efficient response to the “privacy event” or “extortion threat”, including the recommendation of vendors;
- (3) to: (a) conduct an investigation (including a forensic investigation) to determine the existence, validity, cause and scope of the “privacy event” or “extortion threat”; (b) identify any affected parties; and (c) contain and resolve the “privacy event” or “extortion threat”;
- (4) for public relations and/or crisis management advice to an insured in order to minimize the harm to the reputation of an insured and maintain or restore public confidence in an insured, including the costs to implement any public relations campaign designed specifically to avoid or minimize any adverse effects of negative publicity resulting from the “privacy event” or “extortion threat”;
- (5) to advise an insured as to the proper response to an “extortion threat” and assist an insured in negotiating a resolution to an “extortion threat”;
- (6) to notify those individuals and entities whose “confidential information” is reasonably believed to be the subject of the “privacy event” or “extortion threat” and advise of any available remedy in connection with the “privacy event” or “extortion threat”, including, without limitation, those expenses and costs for printing, advertising and mailing of materials;
- (7) to provide identity theft education and assistance, identity theft call center services, credit file or identity monitoring, identity theft restoration services and victim expense reimbursement insurance made available to those individuals notified about a “privacy event” or “extortion threat” pursuant to subparagraph (6) above;
- (8) for any other services approved by us, at our sole and absolute discretion, to mitigate the effects of a “privacy event” or “extortion threat” or avoid “loss”.

“Event management loss” does not include compensation, fees, benefits, overhead or internal charges of any insured. Expenses and costs to perform the services or tasks described above shall only be covered as “event management loss” to the extent such services or tasks are performed by a firm specifically appointed by us to perform such services or tasks.

“Extortion threat” means a demand to an insured for money, digital assets (including cryptocurrency), securities, tangible or intangible property, or the performance or cessation of a service or other activity by an insured, in order to:

- (1) end an attack against an “insured computer system” including, without limitation, an attack resulting in or involving a denial of service attack, the encryption of data or the unavailability of all or part of the “insured computer system”;
- (2) avoid an attack on, the corruption of, damage to or destruction of an “insured computer system”;
- (3) end a threat or connected series of threats to disclose information concerning a vulnerability in an “insured computer system”; or
- (4) end a threat or connected series of threats to unlawfully access, use, disclose, damage or destroy “confidential information” for which an insured is legally responsible.

With respect to Coverage **CYB-B**, an “extortion threat” shall be deemed to have been discovered at the time the demand is made. With respect to Coverage **CYB-C**, an “extortion threat” occurs at the time an insured first receives a demand.

“Extortion threat” does not include (a) a demand in connection with any physical attack on, or threat to physically attack, an “insured computer system” or other tangible property, or (b) any regulatory or enforcement threat, action or demand by any government or public authority.

“First party event” means:

With respect to Coverage **CYB-B**, any “privacy event” or “extortion threat”; and

With respect to Coverage **CYB-C**, any “extortion threat”.

“Impacted state” means a sovereign state where a “cyber operation” has had a major detrimental impact on:

- (1) the functioning of that sovereign state due to critical disruption to the availability, integrity or delivery of an “essential service” in that sovereign state; or
- (2) the security or defense of that sovereign state.

Provided, however, an “impacted state” shall not result from an attack, or related series of attacks, solely impacting an insured.

“Information holder” means a third party that:

- (1) an insured entity has provided “confidential information” to; or
- (2) has received “confidential information” on behalf of an insured entity.

“Insured computer system” means any:

- (1) computer hardware, software or any components thereof, including wireless and mobile equipment and other devices enabled to electronically send and/or receive information, that are linked together through a network of two or more devices accessible through the Internet, internal network or connected with data storage or other peripheral devices and are under ownership, operation or control of, or leased by, an insured entity; and
- (2) cloud computing or other hosted computer resources operated by a third party service provider for use by an insured entity as provided in a written contract between such third party and an insured entity.

“Insured computer system” includes any of the foregoing that is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system.

“Keylogger” means technology or code used to record keystrokes and other aspects of a user’s activity on a specific computer.

“Loss” means:

Solely with respect to Coverage **CYB-A**:

damages, judgments, settlements, pre-judgment interest and “defense expense”, including without limitation:

- (a) punitive, exemplary and multiple damages where insurable by the applicable law which most favors coverage for such punitive, exemplary and multiple damages;
- (b) civil fines or penalties imposed by a governmental agency and arising from a “regulatory action”, where insurable by the applicable law which most favors coverage for such civil fines or penalties; and
- (c) any monetary amounts an insured is required by law or has agreed by settlement to deposit into a consumer redress fund.

Solely with respect to Coverage **CYB-B**:

“Event management loss”.

Solely with respect to Coverage **CYB-C**:

- (1) the reasonable amount of money paid by or on behalf of an insured to a person or entity believed to be responsible for an “extortion threat” that could result in harm

or further harm to any insured, but only if such payment is made with our prior written consent. Such payment shall be made by an insured or on behalf of an insured by a party other than us. We shall only reimburse a ransom payment as “loss” after receiving an acceptable proof of loss, and only to the extent that neither the payment nor the reimbursement of the payment is in violation of any applicable law including, without limitation, any sanctions imposed by the United States, Canada or any other government with authority over the policy, an insured or us; and

- (2) the reasonable and necessary expenses incurred to obtain cryptocurrency to be surrendered as ransom (including service and credit charges paid to obtain cryptocurrency).

“Management control” means: (i) owning interests representing more than fifty percent (50%) of the voting, appointment or designation power for the selection of a majority of: the board of directors of a corporation, the management committee members of a joint venture or partnership, or the members of the management board of a limited liability company; or (ii) having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an insured entity, to elect, appoint or designate a majority of: the board of directors of a corporation, the management committee of a joint venture or partnership, or the management board of a limited liability company.

“Personal information” means any information relating to an identified or identifiable natural person including, without limitation, information from which an individual may be uniquely and reliably identified or contacted.

“Pollutants” means, but is not limited to, any solid, liquid, gaseous, biological, radiological or thermal irritant or contaminant, including smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

“Privacy event” means any of the following:

- (1) any loss, theft or unauthorized disclosure of “confidential information” including, without limitation, any such event that (1) results from social engineering (including phishing), or (2) could result in identity theft or other wrongful emulation of the identity of an individual or corporation;
- (2) any failure to disclose an event referenced in Sub-paragraph (1) above in violation of any “data privacy law”;
- (3) any unintentional failure of an insured to comply with those parts of an insured entity’s privacy policy that (a) prohibit or restrict the disclosure or sale of “confidential information” by an insured, or (b) require an insured to allow an individual to access or correct “confidential information” about such individual; or
- (4) any violation of a federal, state, foreign or local privacy law alleged in connection with an event described above.

“Privacy event” includes any event described above resulting from the use of a computer or electronic device (including mobile phones or tablets) owned or controlled by an officer, employee or “information holder” to store or access “confidential information”. “Privacy event” does not include the theft of “confidential information” by or for the benefit of an insured entity.

“Regulatory action” means a request for information, civil investigative demand or civil or administrative proceeding brought by or on behalf of a governmental agency or authorized data protection authority.

“Related act(s)” means all “third party events” and “first party events” which are the same, related or continuous and all “third party events” and “first party events” which arise from a common nucleus of facts. All “related acts” shall be deemed to have occurred at the time the first such “related act” occurred.

“Retroactive date” means the date set forth in the **SCHEDULE of CYBER COVERAGE ENDORSEMENT VMLVA311**.

“Security failure” means any of the following:

- (1) transmission of malware from an “insured computer system” to a third party;
- (2) the unauthorized access or unauthorized use of an “insured computer system”; or
- (3) the inability of an authorized user to access an insured’s web site or “insured computer system” because of a denial of service attack;

As used in this definition of “security failure”, a denial of service attack means an intentional attack directly on an “insured computer system” that prevents or slows down access to an insured’s web site or computer network; however, a denial of service attack which affects the internet at large and is not directed at an “insured computer system” shall not be considered a “security failure”.

“Termination of coverage” means any of the following events, whether initiated by you or us, at any time:

- (1) the policy or coverage part to which this endorsement is attached is cancelled or not renewed;
- (2) any of the following:
 - (a) the “retroactive date” is changed such that it is later than the retroactive date that previously applied;
 - (b) a “retroactive date” newly applies to this coverage where none previously applied;
 - (c) this coverage no longer applies to “security failures” and/or “privacy events” on a claims made basis; or
 - (d) this coverage is renewed on other than a claims made basis.

“Third party event” means a “security failure” or “privacy event”.

“Tracking pixel” means code, typically part of a graphic, that is executed when a user visits a website or opens an email, in order to collect information about, or track the online behavior of, such user.

“War” means armed conflict involving physical force either:

- (1) by a sovereign state against another sovereign state; or
- (2) as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power;

regardless of whether war is declared.

C. EXCLUSIONS

1. ADDITIONAL EXCLUSION APPLICABLE TO COVERAGES A AND B

The following exclusion is added to **Section II. Exclusions**:

This insurance does not apply under either Coverage **A** or Coverage **B** to:

Security Failure Or Privacy Event

Damages, loss or expense arising directly or indirectly from a “security failure” or “privacy event”.

2. Section II. Exclusions is further amended to include the following at the end thereof:

CYBER COVERAGE – EXCLUSIONS

a. COVERAGE A AND B EXCLUSIONS APPLICABLE TO CYBER COVERAGE

The following exclusions that are applicable to Coverages **A** and **B** shall also apply to Coverages **CYB-A**, **CYB-B** and **CYB-C**:

Failure to Maintain Insurance Exclusion

Profit, Advantage or Remuneration Exclusion

Tax Assessments Exclusion

Attorney Fees and Court Costs Exclusion

b. EXCLUSIONS APPLICABLE TO ALL CYBER COVERAGES

Solely with respect to the coverage afforded under Coverages **CYB-A**, **CYB-B** and **CYB-C**, this policy shall not be liable to make any payment for “loss” as described below and it shall not cover such “loss” in connection with any “claim” made against an insured:

CYB(a) alleging, arising out of, based upon or attributable to any fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, if committed by any:

- (1) individual who, at the time of such event, was a member of the “control group” or a duly elected or appointed member of the board of directors, management committee or other governing body of an insured entity, whether acting alone or in collusion with other persons; or
- (2) past or present employee (other than those referenced in Sub-paragraph (1) above) or independent contractor employed by an insured entity if any person referenced in Sub-paragraph (1) above participated in, approved of, acquiesced to, or knew or had reason to know prior to the act of such fraudulent, criminal or malicious act or such intentional or knowing violation of the law.

CYB(b) alleging, arising out of, based upon or attributable to any:

- (1) infringement of patent; or
- (2) solely with respect to Coverages **CYB-A** and **CYB-B**, misappropriation of a trade secret by or for the benefit of an insured entity.

CYB(c) alleging, arising out of, based upon or attributable to any (1) presence of “pollutants”; (2) actual or threatened discharge, dispersal, release or escape of “pollutants”; or (3) direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”, or in any way respond to or assess the effects of “pollutants”.

CYB(d) alleging, arising out of, based upon or attributable to any “bodily injury” or “property damage”.

CYB(e) alleging, arising out of, based upon or attributable to any:

- (1) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, solar flare, act of God or any other physical event, however caused;
- (2) failure, disruption, degradation or impairment of infrastructure not under the control of an insured, including electricity, gas, fuel, energy, water or other utility;
- (3) failure, disruption, degradation or impairment of telephone lines, data transmission lines, satellite, domain name system (“DNS”), internet service provider (“ISP”), certificate authority or other telecommunications, networking or internet infrastructure not under the control of an insured; or
- (4) failure, disruption, degradation or impairment of any securities exchange or market.

CYB(f) arising out of, based upon or attributable to any seizure, confiscation or nationalization of an “insured computer system” or “electronic data” by or on behalf of any government or public authority.

CYB(g) for the value of any monies, securities, cryptocurrency or other digital asset that is lost, damaged, diminished or stolen, including, without limitation, the value of any money, securities, cryptocurrency or other digital assets lost or stolen during transfer to or from any account.

c. EXCLUSIONS APPLICABLE TO CYB-A

Solely with respect to Coverage **CYB-A**, this policy shall not cover "loss" in connection with a "claim" made against an insured:

CYB(h) alleging, arising out of, based upon or attributable to any:

- (1) purchase or sale of, or offer or solicitation of an offer to purchase or sell, the securities of an insured entity; or
- (2) violation by any insured of any securities law, including the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any regulation promulgated under the foregoing statutes, or any federal, state or local laws similar to the foregoing statutes (including Blue Sky laws), whether such law is statutory, regulatory or common law.

CYB(i) alleging, arising out of, based upon or attributable to any employment practice of an insured (including, without limitation, wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim); provided, however, this exclusion shall not apply to any "claim" by an individual to the extent such individual is alleging (1) a "privacy event" in connection with such individual's employment or application for employment with an insured entity, or (2) a failure to disclose a "security failure" or "privacy event".

CYB(j) alleging, arising out of, based upon or attributable to antitrust, unfair competition, restraint of trade, including, without limitation, violations of any local, state or federal law regulating such conduct.

CYB(k) brought by or on behalf of:

- (1) any insured;
- (2) any business entity that is controlled, managed or operated, directly or indirectly, in whole or in part, by an insured; or
- (3) any parent company, subsidiary, successor or assignee of an insured, or any person or entity affiliated with an insured or such business entity through common "management control".

CYB(l) for any of the following:

- (1) the return of an insured's fees or compensation;
- (2) an insured's expenses or charges, including employee compensation and benefits, overhead, over-charges or cost over-runs;
- (3) an insured's cost of providing, correcting, re-performing or completing any services;
- (4) civil or criminal fines or penalties against an insured or any other matters deemed uninsurable under the law pursuant to which this policy shall be construed; provided, however, this Sub-paragraph (4) shall not apply to any monetary amounts an insured is required by law or has agreed to by settlement to deposit into a consumer redress fund;
- (5) civil or criminal fine or penalty imposed as a result of or in connection with the violation of any trade or economic sanction law or regulation of the United States of America, the European Union, the United Nations or any country in which the Insured does business, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC");
- (6) an insured's costs and expenses of complying with any injunctive or other form of equitable relief;
- (7) taxes incurred by an insured;
- (8) amounts for which an insured is not financially liable, or which are without legal recourse to any insured; or

(9) amounts an insured agrees to pay pursuant to a contract (including, without limitation, liquidated damages, setoffs or penalties), except to the extent such insured can prove that such amounts do not exceed actual damages.

CYB(m) alleging, arising out of, based upon or attributable to any obligation an **Insured** has under contract; provided, however, this exclusion shall not apply to:

- (1) the obligation to prevent a “security failure” or a “privacy event”, including without limitation, whether same is in violation of an implied or statutory standard of care;
- (2) liability an insured would have in the absence of such contract or agreement; or
- (3) any liability or obligation under the confidentiality or non-disclosure provisions of any agreement.

CYB(n) alleging, arising out of, based upon or attributable to any “third party event”, or any “related acts” thereto, alleged or contained in any “claim” which has been reported, or in any circumstances of which notice has been given, under any policy of which the coverage afforded under **CYB-A** is a renewal or replacement or which it may succeed in time.

CYB(o) alleging, arising out of, based upon or attributable to any “third party event” occurring prior to the “retroactive date” or any “related acts” thereto, regardless of when such “related act” occurs.

CYB(p) alleging, arising out of, based upon or attributable to any “third party event” occurring prior to the “continuity date”, or any “related act” thereto (regardless of when such “related act” occurs), if, as of the “continuity date”, any member of the “control group” or any non-administrative direct report to a member of the “control group” knew or could have reasonably foreseen that such “third party event” did or would result in a “claim” against an insured.

CYB(q) alleging, arising out of, based upon or attributable to an insured’s failure to comply with all data security standards issued by credit card issuers or financial institutions with whom such insured transacts business, if such insured processes, stores or handles credit card information.

CYB(r) alleging, arising out of, based upon or attributable to the wrongful or unlawful collection, use or transmission of “confidential information” through the use of a “cookie”, “tracking pixel”, “keylogger” or similar code or technology.

CYB(s) alleging, arising out of, based upon or attributable to:

- (1) a “war”; and/or
- (2) a “cyber operation” that is carried out as part of a “war” or the immediate preparation for a “war”; and/or
- (3) a “cyber operation” causing an “impacted state”;

provided, however, paragraph CYB(s)(3) shall not apply to the impact of a “cyber operation” on those portions of any “computer system” owned by or leased to an insured’s third-party service providers that are not physically located in an “impacted state” but are impacted by a “cyber operation”.

d. EXCLUSIONS APPLICABLE TO CYB-B

Solely with respect to Coverage **CYB-B**, this policy shall not be liable to make any payment for “loss”:

CYB(t) arising out of, based upon or attributable to any “first party event”, or any “related acts” thereto, which has been reported, or in any circumstances of which notice has been given, under any policy of which Coverage **CYB-B** is a renewal or replacement or which it may succeed in time.

CYB(u) for the cost of:

- (1) replacing lost or stolen electronic equipment;
- (2) programming to fix or remove errors or vulnerabilities in software;
- (3) any update, upgrade to or replacement of any component of an “insured computer system” to a level beyond that which existed prior to the occurrence of a “first party event”; provided, however, this exclusion shall not apply to the extent such update, upgrade or enhancement is necessary to resolve a “security failure” or return the “insured computer system” to the functionality that existed prior to a “security failure”; provided, further, that the cost of any such update, upgrade or enhancement covered as “loss” shall not exceed the original cost to an insured for the component being replaced.

CYB(v) for any costs or expenses incurred in the original creation of trade secrets or any other intellectual property, including the creation of new intellectual property to replace “electronic data” that cannot be repaired, restored or recreated.

CYB(w) for the amount of any ransom paid or the value of any payment(s) made to end an extortion threat of any kind.

e. EXCLUSIONS APPLICABLE TO CYB-C

Solely with respect to Coverage **CYB-C**, this policy shall not be liable to make any payment for “loss”:

CYB(x) arising out of, based upon or attributable to any “extortion threat” or “related act” thereto which has been reported, or in any circumstances of which notice has been given, under any policy of which Coverage **CYB-C** is a renewal or replacement or which it may succeed in time.

D. CONDITIONS

Section V. Conditions is amended to include the following at the end thereof:

CYBER COVERAGE – ADDITIONAL CONDITIONS

CYB-1. Insured’s Obligations – Coverages CYB-B and CYB-C

This condition applies solely with respect to the coverage afforded under Coverages **CYB-B** and **CYB-C**. Before any “loss” is paid in connection with a “first party event”, each insured agrees to:

- (1) provide to us a written, signed and affirmed proof of loss within one hundred and twenty (120) days after the discovery of any “loss” (unless such period has been extended by us in writing) which shall include, among any other pertinent information:
 - (a) the specifics of the “first party event” including, without limitation, a full description of the “first party event”, the root cause of the “first party event”, the date the “first party event” first occurred and the date the insured first became aware of the “first party event”;
 - (b) where the “first party event” was caused by, perpetrated by or involved a party other than an insured, the identity of such third party and all information known about such party or provided by such third party in connection with or relating to the “first party event”;
 - (c) a full description of all “loss” incurred (including “loss” incurred within the applicable Retention) and the circumstances surrounding such “loss” including, without limitation, the time and place the “loss” was incurred and a detailed calculation of all “loss”;
 - (d) copies of notices of such “first party event” (or any “related acts” thereto) provided with respect to any other insurance policy issued to or for the benefit of the insured; and
 - (e) copies of all written reports prepared by service providers participating in the investigation or response to a “first party event” including, without limitation, any document describing the services provided by such service provider, facts discovered throughout the investigation or response and the results of any investigation;

- (f) copies of any documents (including correspondence and reports) provided to or received from law enforcement, regulators or other governmental bodies relating to the “first party event”; and
 - (g) all underlying documents and materials that reasonably relate to or form any part of the proof of loss.
- (2) cooperate with us, including, without limitation, assisting us:
- (a) in any investigation or appraisal of a “first party event” or “loss”;
 - (b) in enforcing any legal rights we or an insured may have against anyone who may be liable to an insured;
 - (c) by executing any documents that we deem necessary to secure our rights under this policy;
 - (d) where required or advised by counsel, by reporting “third party events” and “first party events” to, and/or cooperating with, relevant law enforcement and government agencies;
 - (e) where requested by us, by submitting to an examination under oath;
 - (f) by seeking recovery or reimbursement from any third party that may be liable to the insured for all or part of any “loss”; and
 - (g) by taking such actions that you and we agree are necessary and practicable to prevent or limit “loss” arising from the “first party event”.
- (3) pay all professional fees and expenses included in “loss” as they become due, regardless of whether a proof of loss has been submitted or reimbursement has been paid by us.

All adjusted claims shall be due and payable thirty (30) days after the presentation and written acceptance by us of satisfactory proof of loss. Unless otherwise specifically provided, the costs and expenses of establishing or proving “loss” under any applicable Insuring Agreement, including, without limitation, those connected with preparing a proof of loss, shall be such insured’s obligation, and are not covered under this policy.

E. LIMITS OF INSURANCE

1. Paragraph 2. of **Section IV. Limits of Insurance** is replaced by the following:

2. The Aggregate Limit is the most we will pay for the sum of:

- a. Monetary damages under Coverage **A**; and
- b. “Loss” under Coverages **CYB-A**, **CYB-B** and **CYB-C**;

for each Named Insured shown in the Declarations.

2. **Section IV. Limits Of Insurance** is amended to include the following at the end thereof:

CYBER COVERAGE – SUBLIMITS OF LIABILITY

Subject to 2. above:

CYB(1) Solely with respect to the coverage afforded under the **SECURITY AND PRIVACY LIABILITY INSURING AGREEMENT (CYB-A)**, our maximum liability for all “loss” arising out of all “claims”, combined, made against an insured and reported to us during the policy period, or any applicable “discovery period”, alleging a “security failure” or “privacy event”, or any “related acts” thereto, shall not exceed the S&P Aggregate Sublimit of Liability shown in the **SCHEDULE of CYBER COVERAGE ENDORSEMENT VMLVA311**. The S&P Aggregate Sublimit of Liability shall be part of and not in addition to the Limits of Insurance and shall in no way serve to increase the Aggregate Limit.

CYB(2) Solely with respect to the coverage afforded under the **SECURITY AND PRIVACY LIABILITY INSURING AGREEMENT (CYB-A)**, our maximum liability for all “loss” arising out of each “claim” made against an insured and reported to us during the policy period, or any applicable “discovery period”, alleging a “security failure” or “privacy event”, or any

“related acts” thereto, shall not exceed the S&P Per Claim Sublimit of Liability shown in the **SCHEDULE of CYBER COVERAGE ENDORSEMENT VMLVA311**. The S&P Per Claim Sublimit of Liability shall be part of and not in addition to the Limits of Insurance and the S&P Aggregate Sublimit of Liability and shall in no way serve to increase the Aggregate Limit or the S&P Aggregate Sublimit of Liability.

CYB(3) Solely with respect to the coverage afforded under the **EVENT MANAGEMENT INSURING AGREEMENT (CYB-B)**, our maximum liability for all “loss”, combined, shall not exceed the Event Management Aggregate Sublimit of Liability shown in the **SCHEDULE of CYBER COVERAGE ENDORSEMENT VMLVA311**. The Event Management Aggregate Sublimit of Liability shall be part of and not in addition to the Limits of Insurance and shall in no way serve to increase the Aggregate Limit.

CYB(4) Solely with respect to the coverage afforded under the **CYBER EXTORTION INSURING AGREEMENT (CYB-C)**, our maximum liability for all “loss”, combined, shall not exceed the Cyber Extortion Aggregate Sublimit of Liability shown in the **SCHEDULE of CYBER COVERAGE ENDORSEMENT VMLVA311**. The Cyber Extortion Aggregate Sublimit of Liability shall be part of and not in addition to the Limits of Insurance and shall in no way serve to increase the Aggregate Limit.

F. DISCOVERY PERIODS

The policy is amended to include the following **DISCOVERY** Clause at the end thereof:

DISCOVERY

This Clause applies solely to Coverage **CYB-A**, but shall not apply in the event of cancellation for non-payment of premium, failure to comply with the terms or conditions of the policy or fraud.

1. **Automatic Discovery Period:** Following any “termination of coverage”, the first Named Insured shall have the right to a period of sixty (60) days following the “termination of coverage” (the “automatic discovery period”) in which to give written notice to us of “claims” first made against an insured during the “automatic discovery period” for any “third party events” first occurring prior to the “termination of coverage”. The “automatic discovery period” shall not apply where an “optional discovery period” has been purchased or to “claims” that are covered under any subsequent insurance an insured purchases or that is purchased for an insured’s benefit, or that would be covered by any subsequent insurance but for (i) the exhaustion of the amount of insurance applicable to any such “claim” or (ii) any applicable Retention.
2. **Optional Discovery Period:** Except as indicated below, following a “termination of coverage”, the first Named Insured shall have the right to a period of up to three years following the “termination of coverage” (an “optional discovery period”), upon payment of an additional premium amount of up to:
 - (i) one hundred percent (100%) of the full annual cyber premium, for a period of one (1) year;
 - (ii) one hundred and twenty-five percent (125%) of the full annual cyber premium, for a period of two (2) years; or
 - (iii) one hundred and fifty percent (150%) of the full annual cyber premium, for a period of three (3) years,

in which to give written notice to us of “claims” first made against an insured during the “optional discovery period” for any “third party events” occurring prior to the “termination of coverage”.

If the first Named Insured exercises its right to purchase an “optional discovery period”, that period incepts at the “termination of coverage” and there shall be no “automatic discovery period”.

As used herein, full annual cyber premium means the premium amount charged for Coverages **CYB-A, CYB-B** and **CYB-C** combined.

The right to purchase an “optional discovery period” shall terminate unless written notice of election, together with any additional premium due, is received by the us no later than thirty (30) days after the effective date of the “termination of coverage”.

Any “discovery period” cannot be canceled by us, except for fraud.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART
MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

- A.** Exclusion a. **Other Applicable Coverage** of **SECTION II. EXCLUSIONS** is deleted.
- B.** When endorsement **VMLVA304**, endorsement **VMLVA311**, or both of those endorsements are attached to this coverage part, paragraph 2. of **SECTION IV. LIMITS OF INSURANCE** is deleted and replaced as stated in the applicable endorsement(s).
- C.** When paragraph B. of this endorsement does not apply, paragraph 2. of **SECTION IV. LIMITS OF INSURANCE** is deleted and replaced by the following:
 - 2. The Aggregate Limit is the most we will pay for monetary damages under Coverage **A** for each Named Insured shown in the Declarations.
- D.** Paragraph 4. of **SECTION IV. LIMITS OF INSURANCE** is deleted and replaced by the following:
 - 4. The Each Action for "Injunctive Relief" limit is the most we will pay under Coverage **B** for "defense expense" for all actions or proceedings for "injunctive relief" arising out of the same or related offenses or "wrongful acts".
- E.** Paragraph c. under 6. **Representations** of **SECTION V. CONDITIONS** is deleted and replaced by the following:
 - c. This policy is void if it is proven that any material fact or circumstance relating to this insurance is intentionally omitted or misrepresented in the application for this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES - EXTENDED REPORTING PERIODS

This endorsement modifies insurance provided under the following:

MANAGEMENT LIABILITY COVERAGE PART (CLAIMS MADE)

SECTION VI. EXTENDED REPORTING PERIODS (COVERAGE A ONLY) is replaced by the following:

With respect to Coverage A only:

1. We will provide one or more Extended Reporting Periods, as described in items 3. and 5. below, if:
 - a. This policy is cancelled or not renewed; or
 - b. Any of the following occurs:
 - (1) This coverage part is cancelled or not renewed by either party;
 - (2) We renew or replace this coverage part with insurance that does not apply of offenses or "wrongful acts" on a claims made basis;
 - (3) A retroactive date is newly added or advanced during the policy period.

However, Extended Reporting Periods, as described below, will not apply if cancellation or nonrenewal of this policy is due to nonpayment of premium, failure to comply with terms or conditions of the policy or fraud

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" arising out of "wrongful acts" or offenses that take place on or after the retroactive date shown in the declarations or before one of the events described in **1.a.** or **1.b.** in this endorsement. Once in effect, Extended Reporting Periods may not be cancelled by us, except for fraud.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts on the date in which an event described in **1.a.** or **1.b.** of this endorsement takes effect and lasts for sixty days.

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".

4. The Basic Extended Reporting Period does not reinstate or increase the Limit of Insurance.
5. A Supplemental Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. This supplemental period begins when an event described in **1.a.** or **1.b.** occurs. The Supplemental Extended Reporting Period will replace the Basic Extended Reporting Period.

You must give us a written request for the endorsement within 60 days after the date in which an event described in **1.a.** or **1.b.** of this endorsement takes effect. Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we will take into account the following:

- a.** The exposures insured;
- b.** Previous types and amounts of insurance;
- c.** Limit of Insurance available under this policy; and
- d.** Other related factors.

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

This endorsement 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" received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

- 6.** If the Supplemental Extended Reporting Period is in effect, we will provide the separate Aggregate Limit of Insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The separate Aggregate Limit of Insurance will be equal to the dollar amount shown in the Declarations in effect on the date in which the event described in **1.a.** or **1.b.** of this endorsement takes effect. The applicable Each "Wrongful Act" or Offense limit will continue to apply.



CLAIM REPORTING

Successful claim handling begins with prompt notification. Incidents that will or might give rise to a claim should be immediately reported to your agent. The agent will relay pertinent information to Glatfelter Claims Management, Inc. (GCM). Minimum information needed is:

- Name and telephone number of insured contact person.
- Date, time and location of the accident or incident.
- Description of how the incident occurred.
- Description of the vehicle or property involved.
- Description of the damage and/or injuries.
- Description of any other automobiles, property, persons and witnesses involved, including addresses and telephone numbers, if available.
- If known, the name and incident report number of the responding police department or other authority.

Do not delay reporting an incident to your agent waiting on information such as a police report, repair estimate, or other claim details. When additional information is obtained, it should be promptly reported to your agent or the claim handler assigned by GCM.

Should a claim arise, some important points to remember are:

- Provide assistance to injured persons.
- Protect property from further damage.
- Do not divulge information to anyone other than the assigned claim handler or GCM's authorized representative.
- If a lawsuit is filed, contact your agent immediately who will transmit copies to GCM.

If an after-hours emergency should arise, please contact our office for assistance.

Glatfelter Claims Management, Inc.
P.O. Box 5126
York, PA 17405
Telephone: (800) 233-1957
Claims Fax: (717) 747-7051
E-Mail: claims@glatfelters.com

License Number: 2D89880 (California only)

For after-hours Cyber claims, please contact the 24/7 Cyber Claims Hotline at 1-800-CYBR-345 (1-800-292-7345). Any claim called into the hotline should still be reported as normal to claims@glatfelters.com.

Glatfelter Claims Management, Inc., a division of Glatfelter Insurance Group, is a wholly owned, third-party claims administrator charged with the handling of claims for VFIS, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa.



(800) 233-1957

www.vfis.com

Volunteer Firemen's Insurance Services, Inc.®

VFIS®, VFIS® with design and Volunteer Firemen's Insurance Services, Inc.®
are all registered service marks of the same PA Corporation.

IMPORTANT INFORMATION REGARDING YOUR POLICY

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

AIG
175 Water Street
New York, NY 10038
(212) 458-5000

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at the following address and telephone number:

Virginia Bureau of Insurance
P.O. Box 1157
Richmond, VA 23218
(804) 371-9741
(800) 552-7945

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Bureau of Insurance, have your policy number available.

POLICYHOLDER NOTICE

Taxes, Assessments and/or Surcharges

The taxes, assessments and/or surcharges shown on the declarations page or any premium schedule are collected on behalf of the applicable State(s) and in accordance with such State's laws and regulations. The payment of these taxes, assessments and/or surcharges is the responsibility of the Named Insured. In the event the applicable State implements a new tax, assessment and/or surcharge or increases such tax, assessment and/or surcharge during the term of this policy, the Named Insured shall remain responsible for the payment of all amounts due under the policy, including those newly implemented or increased taxes, assessments and/or surcharges.

Any newly implemented or increased taxes, assessments and/or surcharges shall apply on the effective date dictated by the applicable State regardless:

1. Of when the Insurance Company implements the new or increased tax, assessment or surcharge into its systems; or
2. If the Insurance Company recalculates the Named Insured's premium in accordance with the policy's terms and conditions as part of a premium audit after the end of the policy period.

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

FACTS**Why?****What?****How?****WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: CIPrivacy@aig.com

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: CIPrivacy@aig.com

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: CIPrivacy@aig.com

Who we are

Who is providing this notice? The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

What we do

How does AIG protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

How does AIG collect my personal information? We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc., such as National Union Fire Insurance Company of Pittsburgh, Pa.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

For Vermont Residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For Nevada Residents Only. We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 1271 Ave of the Americas, FL 37, New York, NY 10020-1304.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, CIPrivacy@aig.com.



eRiskHub[®]

RISK MANAGEMENT PORTAL

BE PREPARED FOR DATA BREACHES AND CYBER ATTACKS

AN EFFECTIVE RESPONSE PLAN IS VITAL IN TODAY'S CONNECTED WORLD

If your business experiences a data breach or cyber attack would you be prepared? As we all know from the news, even very large companies aren't always ready to respond. Yet when a breach event or cyber attack occurs, time is of the essence.

Virtually all businesses rely on data and computer systems. Businesses have data on customers, employees, retirees, and others which can be stolen, electronically "hacked" or lost through accidental or inadvertent release. Computer systems and their connection to the Internet play an important support function. No business can afford to lose important data and systems while still functioning at an optimal level.

Now you can assess your risk and develop an effective response plan to help you protect your customers and business reputation in the event of an attack.

IMMEDIATE ACCESS TO RISK MANAGEMENT TOOLS

As part of our Cyber Liability and Privacy Crisis Management Expense coverage, we offer an online cyber risk portal that equips you with risk management tools to help you plan and prepare should a data breach or computer attack happen to your business. There's no cost; it's a complimentary service for our insureds.

It's called eRiskHub[®] and it's designed to help you better understand your risks and establish a response plan so you can manage the costs and minimize the effects of a data breach should one occur.

With a response plan and instant access to informative resources, you'll be ready to more efficiently and cost-effectively respond to and recover from a computer attack.

KEY FEATURES OF THE ERISKHUB[®] PORTAL INCIDENT RESPONSE PLAN ROADMAP

Online Training Modules—ready-to-use training for business owners on privacy best practices and Red Flag Rules

Risk Management Tools—assist you in managing your cyber risk including a self-assessment and state breach notification laws

News Center—cyber risk stories, security and compliance blogs, security news, risk management events and helpful industry links

Learning Center—best practices articles, white papers and webinars from leading technical and legal practitioners

eRisk Resources—a directory to quickly find external resources with expertise in pre- and post-breach disciplines

VFIS clients can register today at:

eriskhub.com/aig

Use access code: 10276

800.233.1957 | vfris.com

183 Leader Heights Road | York, PA 17402

*Effective 1/1/26

© 2025 VFIS | All rights reserved. Administered by Volunteer Firemen's Insurance Services, Inc., a/k/a VFIS, a/k/a VFIS Insurance Services in CA. CA Insurance Producer License #0B39073. Volunteer Firemen's Insurance Services, Inc. (VFIS), an American International Group, Inc. (AIG) company, is one of the largest providers of insurance for fire departments, ambulance and rescue squads and 911 centers in North America. All insurance products and services are written or provided by subsidiaries or affiliates of AIG. Products or services may not be available in all countries or states, and coverage is subject to actual policy language. Non-insurance products and services may be provided by independent third parties. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. eRiskHub[®] is the property of an independent third party not owned by or affiliated with VFIS.

