



**CITY OF FOREST PARK  
DEVELOPMENT AUTHORITY REGULAR MEETING**

Wednesday, July 26, 2023 at 5:30 PM  
City Hall-Council Chambers

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

## AGENDA

**Billy Freeman, *Chairman***

**Alvin Patton, *Vice Chairman***

**Felicia Davis, *Member***

**Hector Gutierrez, *Member***

**Bennett Joiner, *Member***

**Victoria Williams, *Member***

**Rhonda Wright, *Member***

### MEETING NOTICE:

*CDC requirements of masks and social distancing will be adhered.*

**CALL TO ORDER/WELCOME:**

**ROLL CALL:**

**APPROVAL OF MINUTES:**

1. Approval of June 21, 2023 Meeting Minutes

**OLD BUSINESS:**

2. Update: 850 Main Street Construction

- [3.](#) Update: 696 Main Street A/C

**NEW BUSINESS:**

4. Update: Kroger Pilot Payment
5. Process for placing items on agenda
- [6.](#) Future DA property uses
- [7.](#) Possible Sale of 696 & 850 Main Street
- [8.](#) Insurance Coverage for DA Members

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

**ADJOURNMENT:**

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.



**CITY OF FOREST PARK  
DEVELOPMENT AUTHORITY REGULAR MEETING**

Wednesday, June 21, 2023 at 5:30 PM  
City Hall-Council Chambers

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**Phone Number:** (404) 363.2454

**ECONOMIC DEVELOPMENT**  
745 Forest Parkway  
Forest Park, GA 30297

**MINUTES**

**Billy Freeman, *Chairman***  
**Alvin Patton, *Vice Chairman***  
**Felicia Davis, *Member***  
**Hector Gutierrez, *Member***  
**Bennett Joiner, *Member***  
**Victoria Williams, *Member***  
**Rhonda Wright, *Member***

**MEETING NOTICE:**

*Due to COVID-19, CDC requirements of masks and social distancing will be adhered.*

**CALL TO ORDER/WELCOME:**

Vice Chairman Alvin Patton called the Development Authority meeting on June 21, 2023, to order at 5:37pm.

**PRESENT:**

Alvin Patton  
Hector Gutierrez  
Bennet Joiner  
Victoria Williams  
Rhonda Wright

**ALSO PRESENT:**

Kirby Glaze, Development Authority Attorney  
Bobby Jinks, Public Works Director  
LaShawn Gardiner, Planning & Community Development Director  
Bruce Abraham, Economic Development Director

Charise Clay, Economic Development Staff Assistant

### APPROVAL OF MINUTES:

1. Approval of May 17, 2023 Meeting Minutes

Victoria Williams made a motion to approve the May 17, 2023, meeting minutes. Rhonda Wright seconded the motion. Motion approved unanimously.

### OLD BUSINESS:

2. Update: 842/850 Main Street

Rhonda Wright, delivered the update:

- The final drawings are still awaiting to be completed for the project.

**Other Discussion:** Kirby Glaze, informed the board that the property swap between the Downtown Development Authority and the Development Authority was completed. 842 Main Street is now owned by the Development Authority.

3. Update: 696 Main Street

Rhonda Wright, delivered the update:

- The functionality of the A/C unit in the building has been a big concern. Hopefully the parts needed to repair the unit will be delivered by next week.

### NEW BUSINESS:

**EXECUTIVE SESSION:** (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

### ADJOURNMENT:

Victoria Williams made a motion to adjourn the meeting at 5:46pm. Bennett Joiner seconded the motion. Motion approved unanimously.

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.



**531 Bishop St., NW. • Atlanta, GA 30318 • (404) 351-3481 • FAX: (404) 355-5502**

5/04/2023

Billy Freeman Jr  
 Technique Concrete  
 944 Astor Avenue  
 Flowery Branch, Georgia 30297  
[bfreeman@techniqueconcrete.com](mailto:bfreeman@techniqueconcrete.com)

Re: Clayton County Library HVAC Equipment Replacement - Revised

Per our walkthrough and our overall understanding of the above-mentioned project, Player and Company is pleased to offer for your consideration a price of One Hundred Eighty-Two Thousand Three Hundred and Fifty-Two Dollars (**\$182,352.00**) for the supply/installation/changeout of the following equipment:

- (1) K05D50405 Performance Climate Changer – Model No CSAA025UA
- (1) RAU\_SM-1 20-60 Ton Air-Cooled Condensing Unit – Model No RAUJC40FB\_3\*\*\*\*\*0
- (1) Indoor Gas Heating Products (GIXC) – Model No GLND035DEG1000

Player to submit submittals prior to ordering all equipment - lead times for the equipment after receipt of purchase order is 30 to 32 weeks for the K05D50405, 14 to 16 weeks for the RAU\_SM-1, and 10 to 12 weeks for the GLND035DEG1000

No new controls and/or control wiring included (we assume we can reuse the existing) – we have not included any upgrades to the existing fire suppression system (assume adequate as is) –all work assumed during normal daytime hours

We appreciate the opportunity to submit this proposal to you. If you should have any questions, please do not hesitate to call

Sincerely,

Jake Bujnoch  
**Player and Company**  
 531 Bishop St. NW  
 Atlanta, GA 30318  
 404.725.4731  
[ibujnoch@playerco.com](mailto:ibujnoch@playerco.com)



**MURRAY ENTERPRISE MECHANICAL LLC**  
 P.O. BOX 91567  
 East Point, GA 30364  
 678-754-3227  
 murray\_enterprise@yahoo.com

## Estimate

**ADDRESS**

TECHNIQUE CONCRETE  
 TENCHIQUE CONCRETE  
 944 ASTOR AVE.  
 GA.  
 FOREST PARK, GA 30297

**ESTIMATE #** 24457  
**DATE** 05/09/2023

DATE	ACTIVITY	DESCRIPTION	AMOUNT
		FOREST PARK DEVELOPMENT 696 MAIN ST FOREST PARK, GA. 30297 TO SECURE PERMIT TO DEMO EXISTING SYSTEM FOR INSTALLATION OF NEW SYSTEM ON SITE VISIT FOUND SYSTEM HAS SEVERAL LEAKS IN SYSTEM PARTS NO LONGER AVAILABLE AND OF AGE UNITS RECOMMEND REPLACING SYSTEM TO INSTALL 40 TON 460-3-60 A/C UNIT (CARRIER MODEL#38APD04064-10190) 36 WEEKS LEAD TIME TO INSTALL 40 TONS AIR HANDLER (CARRIER MODEL#39LD25KA-BZ- AEK3A9) 36 WEEKS LEAD TIME TO INSTALL DUAL REFRIGERANT CIRCUIT, UPC, AND ENERGY MANAGEMENT MODULE, MODULE PROVIDES ENERGY MANAGEMENT CAPASBILITIES TO MINIMIZE CONSUMPTION, ACROSS THE LINE, STD. COMPRESSOR WITH STD SCCR (5K), STANDARD LINE LENGTH, FIRST START-UP FOR CONDENSING UNIT TO INSTALL NAVIGATOR, WIND BAFFLE, 39L AHU 25, INSULATION 1" 1.5# TUF-SKIN II SINGLE WALL, HAND	

DATE	ACTIVITY	DESCRIPTION	AMOUNT
		RIGHT, FMB1 COMBO FILER MIXING BOX SECT. (TOP & REAR INLET, LD VERTICAL COOLING (LFA) COIL/FAN SECTION, FILTER KIT 2"MFMB PLEATED (MERV13), 39, FIRST 39 SERIES START-UP FOR AIR HANDLER TO FABRICATE METAL DUCT WORK FOR NEW AIR HANDLER TO INSTALL HIGH ACID DRYERS FOR A/C UNIT TO INSTALL SOLENOID FOR A/C UNIT TO INSTALL HIGH AND LOW VOLTAGE WIRING FOR AIR HANDLER CRANE FOR INSTALLING RQUIPMENT TO RETROFIT SUPPLY AND RETURN PLENUMS INSTALL SMOKE DETECTORS IN SYSTEM TO FLUSH LINE SET TO DEEP VACUUM SYSTEM TO REMOVE MOISTURE TO BALANCE REFIRGERANT LEVELS TO START UP SYSTEM 1 YEAR MANUFACTURER WARRANTY 1 YEAR LABOR WARRANTY LABOR AND MATERIALS, 1 @ \$90,500.00 TERMS: \$65,000.00 FOR EQUIPMET AND BALANCE \$25,500.00 UPON START UP. NOTE: DUE TO VOLATILITY OF RAW MATERIALS AND SUPPLY COSTS, PRICING IS VAILD FOR 30 DAYS FROM DATE OF THIS ESTIMATE, SUPPLY COMPANY (MINGLEDORFF) MUST RECEIVE A PURCHASE ORDER WITHIN 30 DAYS OF THIS ESTIME OR IF A PURCHASE ORDER IS RECEIVE OUTSIDE OF 30 DAYS FROM ESTIMATE THE SUPPLIER (MINGLEDORFF) RESERVES THE RIGHT TO REVIEW AND ADJUST THE PRICING AS NECESSARY	90,500.00
	<b>15 HVAC</b>		
		<b>TOTAL</b>	<b>\$90,500.00</b>

Accepted By

Accepted Date



Owner	Address	Parcel ID	Acreage/Sq. Ft.	Zoned Use	Notes	Legend
Development Authority	4888 Evans Drive	13050B H002	.39 acres	Downtown Main Street	Empty Lot; Future Land Use - Commercial; County Parcel Mistake - records indicate that 4888 Evans Drive is owned by the person who lives at 4878 Evans Dr. and 4878 Evans Drive is owned by the DA, but this is not accurate. DA owns 4888 Evans Dr & 4878 is owned by Keith Ann Cary	Properties highlighted in yellow indicate there is a building on property
Development Authority	5035 Jonesboro Road	12177 208001A	.5 acres	Downtown Main Street	Empty Lot on Corner of Jonesboro Rd and Courtney Dr.	Properties highlighted in gray indicate the property is in use by the City or another entity
Development Authority	670 Main Street	13050A M002	.5 acres	Downtown Main Street	Empty Lot next to Liberty Church	Properties highlighted in green indicate the property is an undeveloped lot
Development Authority	696 Main Street	13050A L001	8,200 sq. ft.	Downtown Main Street	Community Center (Old Library)	
Development Authority	760 Main Street	13050B K005	.41 acres	Downtown Main Street	Empty Lot - building demolished November 2021 Recommendation: sell w/ 770 Main Street as one lot. Selling	
Development Authority	770 Main Street	13050B K002	.55 acres	Downtown Main Street	Empty Lot - Old Theatre demolished November 2021 Recommendation: sell w/ 760 Main Street as one lot. Selling	
Development Authority	775 Main Street	13050A J004	.26 acres	Downtown Main Street	SW Corner of North Lake & Main Street; Empty Lot - review LCI	
Development Authority	794 Main Street	13050B J001A	.18 acres	Downtown Main Street	NE Corner of North Lake & Main Street; Empty Lot - review LCI Recommendation Selling Recommendation: sell w/ parcel #13050B J001	
	842 Main Street	13050B 1001	.7 acres	Commercial	Empty lot, Corner of Main & Evans	
Development Authority	848/850 Main Street	13050B I002	9,600 sq. ft.	Downtown Main Street	Main Street Dentist (tenant @848) Building under renovation	
Development Authority	Glade Road	13018C B001	.26 acres	Residential	Empty lot of trees at Hendrix Dr & Glade Rd	
Development Authority	Jonesboro Road	13049B D006	1.28 acres	Downtown Main Street	Empty Lot of Trees between Firestone and and the Checker's ditch	
Development Authority	North Lake Drive	13050B J001	.18 acres	Downtown Main Street	Empty Lot Behing 794 Main Street - review LCI Recommendation; Selling Recommendation: sell w/ 794 Main Street as one lot.	
Development Authority	4818 West Street	13050A N001	n/a	Residential (Two Family)	New library, needs to transfer to the county	
Development Authority	330 Forest Parkway	13051A C005	4.57 acres	Commercial	Site for new City Center along w/371 Central Ave	
Development Authority	371 Central Ave	13051 C003	1.21 acres	Commercial	Site for new City Center along w/330 Forest Pkwy	

**Appraisal Synopsis  
Restricted Appraisal Report  
Prepared for The Development Authority of the City of Forest Park**

**Owner:** Development Authority of the City of Forest Park

**Property Identification:** 696 Main Street  
Forest Park, GA 30297  
Clayton County Tax Parcel No. 13050A L001

**Client:** Bruce Abraham  
Economic Development Director  
City of Forest Park  
745 Forest Parkway  
Forest Park, GA 30297

**Intended Users:** Client

**Interest Appraised:** Fee Simple

**Date of Appraisal:** May 6, 2022

**Date of Inspection:** May 6, 2022 (Windshield inspection only)

**Date of Report:** June 28, 2022

**Purpose:** Estimate Fair Market Value.

**Intended Use:** To establish a reasonable listing price for the potential sale of the Subject Property.

**Property History:** There has been no transfers in the past three years.

**Property Tax Information:**

Land:	\$15,000
Building:	\$920,090
Misc:	\$0
Total:	\$935,100

**Location:**

- North side of Mail Street

**Description: Land:**

- 0.2296 acres or 10,000 square feet of land
- Generally level
- Fully developed.
- Only 50 feet wide

**Description: Improvements:**

- **Only a windshield inspection of the improvements were made.**
- Built 1994 per county tax records (Building is actually much older than this, likely built in the late 1960's)
- 8,220 sq. ft. per county tax records.
- Two story.
- Brick veneer exterior.
- Flat roof.
- Built upon concrete slab.
- Old public library building.
- 12 90-degree parking spaces to rear of building.
- 4 parallel parking spaces on each side of building on public right-of-way.

**Adverse Conditions:**

- According to the Clayton County Tax Records the driveway on both sides of the building is public right-of-way. (Appears, at one time, to have been the north end of Pine Street.) Thus the building is about the same width as the site with no side yard setback.
- The site is only 50 feet wide.
- If sold, the sale might not include the public right-of-way on each side.

**Highest & Best Use:** Current Use: Commercial  
As if Vacant: Commercial  
As Improved: Commercial  
Appraised Under: Commercial

**Exposure Time:** Exposure: 3 – 6 Months

**Sales Comparison:**

**Land:** The value of the land does not approach the value of the land and improvements. Therefore, the land was not valued separately.

**Improvements:** Being a former public library, the Subject Property is a somewhat unusual building. I chose all 2-story comparables as 2<sup>nd</sup> floor space is typically less valuable than 1<sup>st</sup> floor space. The comparables reflect a wide range of sale & list prices with the most significant variables being location and time. Age, as does curb appeal also affect values.

After considering the Subject Property in comparison to each of the comparables, I am of the opinion that the Sales Comparison Approach indicates a value estimate of \$75.00 per square foot or say \$615,000.

**Income Approach:**

A request was made for the Subject Property's rental information, but as of this date, none had been provided. I investigated the marketplace in order to estimate the market rents of the Subject Property. After considering the Subject Property and rental offerings. It is my opinion the market rental of the Subject Property is \$10.00 per square foot per year, under triple net terms. I also estimated the appropriate capitalization rate as being 10%. Thus the Income Capitalization calculations included herein indicates the value of the Subject Property being \$673,218. Say \$675,000.

**Cost Approach:**

Due to the difficulties in estimating accrued depreciation, the Cost Approach was not utilized

**Final Value Estimate:**

The Sales Comparison Approach indicated a value of \$615,000 while the Income Approach indicated a value of \$675,000. Due to recent

**Appraisal Synopsis  
Restricted Appraisal Report  
Prepared for the Development Authority of the City of Forest Park**

**Owner:** Development Authority of the City of Forest Park

**Property Identification:** 848-850 Main Street  
Forest Park, GA 30297  
Clayton County Tax Parcel No. 13-0050B-00I-002

**Client:** Bruce Abraham  
Economic Development Director  
City of Forest Park  
745 Forest Parkway  
Forest Park, GA 30297

**Intended Users:** Client

**Interest Appraised:** Fee Simple

**Date of Appraisal:** May 6, 2022

**Date of Inspection:** May 6, 2022 (Windshield inspection only.)

**Date of Report:** June 28, 2022

**Purpose:** Estimate Fair Market Value.

**Intended Use:** To establish a reasonable listing price for the potential sale of the Subject Property.

**Property History:** There has been no other transfers in the past three years.

**Property Tax Information:**

Land:	\$21,000
Building:	\$311,500
Misc:	
Total:	\$332,500

**Location:**

- North side of Main Street just west of Ash Street
- In downtown redevelopment are of the City of Forest Park.
- Surrounded by commercial uses on east, south and west. Parking and detached single-family residential to the north.
- Backs up to Hill Street which dead ends into cul-de-sac, a little east of the Subject Property.
- Has some exposure from the Main Street/Ash Street intersection.

**Description: Land:**

- Northerly side of Main Street
- Southerly side of Hill Street.
- Generally level.
- 100% developed
- Zoned DM: Downtown Mainstreet

**Description: Improvements:**

- Two story building.
- Brick veneer exterior.
- Glass store front.
- Asphalt parking.
- Originally Davis Office Supply.
- 37 marked parking spaces
- Flat Roof (replaced between 2013 & 2015)
- 9,600 sq. ft. (Size not indicated on Clayton County tax records. Obtained from Loopnet.com Listing No. 5210569 which is considered reliable.)
- Top floor is meeting room/ballroom.
- Main floor is divided into two units.

**Adverse Conditions:**

- None noted.

<b>Highest &amp; Best Use:</b>	Current Use:	Commercial
	As if Vacant:	Commercial
	As Improved:	Commercial
	Appraised Under:	Commercial

**Exposure Time:** Exposure: 3 – 6 Months

**Sales Comparison:**

**Land:** The value of the land does not approach the value of the land and improvements. Therefore, the land was not valued separately.

**Improvements:** I chose all 2-story comparables as 2<sup>nd</sup> floor space is typically less valuable than 1<sup>st</sup> floor space. The comparables reflect a wide range of sale & list prices with the most significant variables being location and time. Age, as does curb appeal also affect values.

After considering the Subject Property in comparison to each of the comparables, I am of the opinion that the Sales Comparison Approach indicates a value estimate of \$65.00 per square foot or say \$576,000.

**Income Approach:**

A request was made for the Subject Property's rental information, but as of this date, none had been provided. I investigated the marketplace in order to estimate the market rents of the Subject Property. After considering the Subject Property and rental offerings. It is my opinion the market rental of the Subject Property is \$8.00 per square foot per year, under triple net terms. I also estimated the appropriate capitalization rate as being 10%. Thus the Income Capitalization calculations included herein indicates the value of the Subject Property being \$628,922. Say \$630,000.

**Cost Approach:**

Due to the difficulties in estimating accrued depreciation, the Cost Approach was not utilized

# e-CLAS Banner Page

Item #8.

## Environment: PRODUCTION

**Policy Number:** EMN 039 32 20

**Effective Date:** 07-01-2021

**Named Insured:** DEVELOPMENT AUTHORITY FOR THE CITY OF FOREST PARK

10-175

PRITCHARD & JERDEN, INC.  
950 EAST PACES FERRY ROAD NE,  
STE 2000  
ATLANTA, GA 30326

**Thank you for placing this coverage with The Cincinnati Insurance Companies!**



# Commission Schedule

**Policy Number:** EMN 039 32 20

**Effective Date:** 07-01-2021

**Named Insured:**

DEVELOPMENT AUTHORITY FOR THE CITY OF FOREST PARK

**Premium**

**Commission**

\$2,359 ANNUAL

15%

The Cincinnati Insurance Companies

## Management Liability

# TOOLS TO HELP YOU MANAGE RISK



When you purchase Cincinnati's exceptional Pillar™ management liability insurance to protect your organization, you receive access to risk management tools at no additional cost to help you with the complex situations covered by your policy.

Depending on the coverage options you purchase, you may also gain access to services provided by risk management specialists who can answer questions related to managing your community association, employment practices issues, cyber liability exposures or workplace violence. Most of these services are also available at no additional cost.

**Nonprofit Risk Management Portal:** Are you a nonprofit organization looking for expert risk management guidance? Cincinnati's policyholders can register with Nonprofit Risk Management Center, a leader in the risk management space, to help you identify and manage risks that threaten your missions, while empowering you to take bold, mission-advancing steps. Comprehensive risk resources provide practical knowledge on the topics that matter to you, while self assessments lead you – step by step – to building a custom risk management plan. Please visit [cinfm.com/nonprofit-risk-resources](http://cinfm.com/nonprofit-risk-resources) to register for NRMC services; have your Cincinnati Insurance policy number ready.

**Community Association Helpline:** As a Pillar policyholder, you can call a toll-free helpline, 844-458-9556, for assistance reducing or avoiding a potential wrongful acts loss related to managing your community association. Please have your Pillar Directors & Officers policy number ready before you call. When you place your call, leave a message including your name, complete contact information, policy number and your question or concern. A helpline lawyer will call you back, usually within one business day. Please be advised that each helpline call is limited to one hour. There is no additional charge for using this policyholder helpline.

**Employment Practices Helpline:** Do you have questions about how to handle employment situations? Pillar policyholders whose coverage includes Cincinnati's employment practices liability insurance may call our toll-free Employment Connection helpline, 888-811-3427, for guidance from an attorney prior to making employment-related decisions. We offer eligible policyholders an unlimited number of calls seeking advice on employment policies and procedures.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.



- Cyber Risk Management Portal:** Cincinnati's cyber policyholders may access eRiskHub, an online portal that provides news, information and tools to help mitigate a breach or hacking event, virus infection or other cyberattack. On eRiskHub, you will find information about privacy laws, compliance and breach response guides including compliance resources, notification letter examples, and credit bureau and government agency notifications. Other data risk management expertise may be engaged to help diagnose and repair virus infections and other common computer problems. Some services offered may extend beyond what the policy covers and include an additional charge. Please visit <https://eriskhub.com/cic> to set up an account using the access code provided with your policy or available from your agent to begin exploring this valuable resource.
- Workplace Violence Hotline:** After a covered workplace violence event, Pillar policyholders who have added Cincinnati's optional workplace violence expense coverage to their EPLI policy can receive help to create a response and begin the recovery process. Simply call the toll-free, 24-hour hotline, 877-841-1082. It's monitored by Black Swan Solutions, a business unit of Empathia, Inc., which is an industry-leading crisis support organization. Coverage also reimburses recovery expenses for security, public relations, counselors and lost salaries, wages and business income. While policyholders are not obligated to use Black Swan Solutions, this resource is available if you need them.
- Kidnap, Ransom and Extortion:** Success attracts respect, recognition and rewards, yet may leave you vulnerable to kidnapping and extortion attempts. This policy option pays for the vital services of Control Risks Group, a kidnap extortion and crisis management consulting firm. Experts help manage all aspects of the situation, work toward the safe return of the victim and negotiate ransom requests. They also try to identify those responsible, assess the circumstances and search for a motive.

### Selecting the right company

With Cincinnati's Pillar management liability coverage, know that you have an exceptional insurance program from a company offering:

- A management team specifically dedicated to keeping your program on the leading edge
- Superior claims service provided by Cincinnati professionals
- High financial strength rating from A.M. Best Co., reflecting our ability to pay claims and keep our promises.
- For qualifying accounts, multi-year policy terms are available in most states for many coverages, saving you the added time and expense of annual renewals

Your agent recommending Cincinnati can provide more details, answer questions and add the coverage you need.

Thank you for trusting your agent and Cincinnati to protect your business.



Everything Insurance Should Be®

Our loss control service is advisory only. We assume no responsibility for management or control of customer loss control activities or for implementation of recommended corrective measures. These materials were gathered from trade services and public information. We have not tried to identify all exposures. We do not warrant that this information is consistent with the underwriting guidelines of The Cincinnati Insurance Company and its subsidiaries or with any federal, state or local law, regulation or ordinance.

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# RISK MANAGEMENT FOR NONPROFIT ORGANIZATIONS

*Your nonprofit serves others.  
Let us serve you.*

Volunteers. Boards of directors. Fundraising. Nonprofits have a lot to contend with – and often on a modest budget. We can help.

## Professional risk resources at your fingertips

Nonprofit Risk Management Center is a respected leader in the risk management space. With an experienced team of nonprofit-savvy advisers, NRMC can help your nonprofit identify and manage risks that threaten your missions and operations while empowering you to take bold, mission-advancing steps.

Through Cincinnati's relationship with NRMC, you can tackle the topics you care about: youth protection, workplace safety, volunteer management, reputation risk, legal compliance, insurance program oversight, fiscal oversight and fraud protection, employment practices, governance and more.

## Real-world solutions at no additional cost

Complete your registration with NRMC to receive tools proven to produce results, without cost to you:

- **Self-assessment tools** – The backdrop to any enterprise lies in the details. Make sure yours' hit the mark:
  - Take *My Risk Assessment* to identify gaps and get expert recommendations designed to strengthen your risk management strategies.
  - Visit *My Risk Management Policies* to draft custom policies for your organization. In minutes, use an intuitive policy-building web app – with more than 170 templates covering 22 topics – to create fit-to-suit policies on topics from human resources and information technology to client safety and more.
  - Access *My Risk Management Plan* to create a custom risk management plan that meets the needs of your unique organizations.

It's that easy: take an assessment, let the experts guide you and come away with a plan built for you.



- **Risk resources** – Because we all learn and process information differently, you'll receive various forums of expert-created material:

Item #8.

- Access a library of 50+ recorded educational videos, helpful infographics and practical articles.
- Subscribe to RISK eNews to receive weekly risk management insights.
- Find answers to top-of-mind questions on topics from pandemic response to managing volunteers and more.

## REGISTER TODAY!

As a Cincinnati Insurance policyholder in the nonprofit sector, you are eligible for full access to a custom risk resource portal, built for you at no additional cost. Registration is easy:

- Visit [cinfin.com/nonprofit-risk-resources](http://cinfin.com/nonprofit-risk-resources).
- Click Nonprofit Risk Management Center's registration page.
- Click Register.
- Complete the portal registration form.
- Enter your Cincinnati policy number.
- Click Submit.
- Expect an email notifying you that your registration has been approved and is complete.

Your local independent insurance agent and Cincinnati's experienced knowledgeable team of loss control representatives are available to guide you through these services. To register or to learn more about this service, contact your agent or visit [cinfin.com/nonprofit-risk-resources](http://cinfin.com/nonprofit-risk-resources).

If you need registration assistance, please contact NRMCM, 703-777-3504 or [info@nonprofitrisk.org](mailto:info@nonprofitrisk.org). A customer service representative will assist you.

The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries - The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2020 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141. Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496.

Our loss control service is advisory only, and should not be interpreted as legal advice. We assume no responsibility for management or control of customer loss control activities nor for implementation of recommended corrective measures. The information in this publication was compiled from sources believed to be reliable for informational purposes only. All sample policies and procedures herein should serve as a guide only, used to create your own policies and procedures. We do not warrant that requirements of any federal, state or local law, regulation or ordinance have or have not been met, nor that compliance with any or all of the recommendations stated herein will guarantee coverage under any specific factual scenario. We do not warrant to have identified all hazards. We do not guarantee the accuracy of the information contained herein, and disclaim any liability arising out of reliance on information contained herein.



## The Cincinnati Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

# PILLAR COMMON POLICY DECLARATIONS

Billing Method: AGENCY BILL

Policy Number: **EMN 039 32 20**

Named Insured: **DEVELOPMENT AUTHORITY FOR THE CITY OF FOREST PARK**

Mailing Address: **745 FOREST PKWY  
FOREST PARK, GA 30297-**

Principal Address: **745 FOREST PKWY  
FOREST PARK, GA 30297-2209**

Previous Policy Number: **EMN0393220**

Policy Period: (At 12:01 AM standard time at your principal address shown above.)

FROM: 07-01-2021

TO: 07-01-2024

Agency: **PRITCHARD & JERDEN, INC. 10-175**  
City, State: **ATLANTA, GA**

Shared Annual Aggregate Limit of Liability: **N/A**

Applicable to all **claims** under the following liability coverage parts:

In return for the payment of the premium and subject to all the terms and conditions of this policy, we agree with you to provide the insurance as stated in this policy.

Forms applicable to all coverage parts:

**ML400 01/16 SUMMARY OF PREMIUMS CHARGED**  
**ML101 01/20 GENERAL PROVISIONS**  
**IA4234 01/15 POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE**  
**ML4115GA 06/16 GEORGIA CHANGES - CANCELLATION AND NONRENEWAL**  
**ML4192GA 01/18 GEORGIA CHANGES - PILLAR POLICY PROGRAM**

ML458 01/16 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

IA4521 03/20 NOTICE OF PRIVACY PRACTICES

IP446 08/01 NOTICE TO POLICYHOLDERS

IA4338 05/11 SIGNATURE ENDORSEMENT

Coverage part declarations:

ML505 01/16 NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE  
PART DECLARATIONS

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# GENERAL PROVISIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS

Item #8.

These General Provisions apply only to those Coverage Parts which include a liability coverage, which shall include all Coverage Parts other than Crime Coverage. Furthermore, any reference to the "policy" in these General Provisions refers to all Coverage Parts other than Crime Coverage.

Throughout this policy, the words "we", "us" and "our" refer to the Company providing this insurance.

In consideration of the payment of the premium, in reliance on all statements in the **application** and all other information provided to us and subject to all the provisions of this policy, including the Declarations, we and the **insureds** agree as set forth below.

## SECTION I - DEFINITIONS

Where set forth in bold type in this policy, whether in singular or in plural, the following terms shall have the meanings indicated.

### A. **Application** means:

1. The Application Form for this policy;
2. Any materials submitted with the Application Form which shall be maintained on file with us and shall be deemed to be attached hereto as if physically attached; and
3. Any warranty or representation provided to us within the last three years in connection with any policy of which this policy is a renewal or replacement.

### B. **Claim** means:

1. With respect to the Cincinnati Data Defender™ Coverage Part, the Cincinnati Network Defender™ Coverage Part or the Cincinnati Cyber Defense™ Coverage Part, that meaning which is set forth in the applicable Coverage Part; or
2. With respect to any Coverage Part other than Cincinnati Data Defender™ Coverage Part, the Cincinnati Network Defender™ Coverage Part or the Cincinnati Cyber Defense™ Coverage Part, that meaning which is set forth in the applicable Coverage Part which shall precede the following:

In the event that a **claim**, as defined herein, was first made during the policy period of any other policy issued by another insurer of which the applicable coverage part of this policy is a direct replacement but no **executive** was aware of such **claim** prior to the expiration of the time to give notice of such claim under such prior policy, such **claim** is deemed to be made on the first service date of **claim** upon any **insured** but only if such claim was submitted to the prior carrier and denied due solely to such **claim** not meeting the prior policy's definition of claim until after the expiration of that policy. However, if such **claim** or any **interrelated claim** was the subject of any notice under any prior policy issued by another carrier of which the applicable coverage part of this policy is a direct replacement and such **claim** was not denied by such prior insurer due to the failure to meet the prior policy's definition of claim until after the expiration of that policy, then such **claim** shall not be deemed to be first made during the **policy period**.

**C. Cyber terrorism** means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. Provided, however, that such activities shall not be considered **cyber terrorism** when they are committed by or at the express direction of a government simultaneously engaged in an active conflict involving physical combat by one or more military forces of, or operating at the direction of, nation states or factions in the case of a civil war.

**D. Debtor in possession** means a "debtor in possession" as that term is defined in Title 11 of the United States Code, as amended.

**E. Defense costs** has the meaning set forth in the applicable coverage part.

- F. Domestic partner** means a natural person who is not otherwise an insured, in a committed relationship with an **insured person**, which is legally recognizable as a marriage, civil union or domestic partnership in the state where the **claim** is made or suit is filed and the legal existence of the relationship is verifiable by legal, government documentation existing prior to the date of the **wrongful act** complained of in the **claim**.
- G. Executive** has the meaning set forth in the applicable coverage part.
- H. Extended reporting period** means the periods of time described in Section **XIX** of the General Provisions.
- I. Insured persons** has the meaning set forth in the applicable coverage part.
- J. Insured** has the meaning set forth in the applicable coverage part.
- K. Interrelated** means all events or incidents which have as a common nexus any:
1. Fact, circumstance, situation, event, transaction, or cause; or
  2. Series of causally connected facts, circumstances, situations, events, transactions or causes.
- L. Loss** has the meaning set forth in the applicable coverage part.
- M. Named insured** means the entity or entities shown in the applicable Declarations as a Named Insured and any such entity in its capacity as a **debtor in possession**.
- N. Organization** has the meaning set forth in the applicable coverage part.
- O. Personal injury** has the meaning set forth in the applicable coverage part.
- P. Policy period** means the period from the inception date to the expiration date as set forth in the Declarations, or to the earlier date of cancellation of the applicable Coverage Part.
- Q. Policy year** means the period within the **policy period** from the inception date as set forth in the Declarations to the succeeding anniversary date exactly 1 year later at 12:01 AM standard time, and **policy year** means any subsequent annual period between anniversary dates at 12:01 AM standard time thereafter. In the event of a **policy period** less than 1 year, the **policy year** will be the same as the **policy period**.
- In the event of an odd term **policy period** longer than 1 year, the **policy year** is the period from the inception date to the next chronological date which precedes the expiration date by exactly 1 or more years at 12:01 AM standard time. If there are subsequent annual periods remaining in the **policy period** after that date at 12:01 AM standard time, such annual periods will each be a **policy year**.
- However, if after the issuance of this Coverage Part, any **policy year** is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding **policy year**.
- R. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, asbestos products, petroleum products and their by-products and waste. Waste includes material to be recycled, reconditioned or reclaimed. **Pollutants** does not mean noise. **Pollutants** include but are not limited to substances that are generally recognized in industry or government to be harmful or toxic to persons, property or the environment. regardless of whether the injury or damage is caused directly or indirectly by the **pollutants** and whether:
1. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
  2. The insured uses, generates or produces the **pollutant**.
- S. Subsidiary** means any entity in which the **named insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors, trustees, managers (if a limited liability company) or equivalent positions and any such entity in its capacity as a **debtor in possession**.
- T. Wrongful Act** has the meaning set forth in the applicable coverage part.

## SECTION II – EXCLUSIONS

### A. Nuclear

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

### B. Pollution

We are not liable to pay, indemnify or defend any **claim** for:

1. The actual, alleged, or threatened exposure to discharge, generation, storage, transportation, dispersal, seepage, migration, emission, release, treatment, removal, disposal or escape of **pollutants**; or
2. Any request, demand, order or statutory or regulatory requirement that the **named insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
3. Any demand by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

However, as it applies to any Directors and Officers Liability Coverage (including Educators Legal Liability), this exclusion shall not apply to any **claim** to which Insuring Agreement **A.** solely applies.

### C. Prior Knowledge

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of, or in any way involving any **wrongful act** committed, attempted or allegedly committed or attempted prior to the **policy period** of the applicable Coverage Part if:

1. Prior to the earlier of the following dates:
  - a. The inception of the applicable Coverage Part;
  - b. The inception of the original Coverage Part of which the applicable Coverage Part is a renewal or replacement; or
  - c. The Continuity Date, if any, stated in the Declarations for the applicable Coverage Part;
 any **executive** knew that such **wrongful act** is or would reasonably be regarded as the basis of a **claim**; or
2. There is a previous policy under which the **insureds** are entitled to coverage for such **claim**.

### D. Prior Notice

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving:

1. Any **wrongful act** or any fact, circumstance or situation which has been the subject of any accepted notice given prior to the **policy period** under any policy or coverage part of which this policy is a direct or indirect renewal or replacement; or
2. Any other **wrongful act** whenever occurring, which, together with a **wrongful act** which has been the subject of such accepted notice, would constitute **interrelated wrongful acts**.

### E. Prior or Pending Proceeding

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of, or in any way involving any prior or pending demand or civil, criminal, administrative or regulatory proceeding against any **Insured** as of the Prior or Pending Date stated in the Declarations of the applicable coverage part or any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory asserted in such **claim**.

**F. Telephone Consumer Protection Act**

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged violation of:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
3. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**G. War and Military Action**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving:

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;

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes Exclusion **A.** above.

With respect to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form only this exclusion will not apply to **cyber terrorism**.

**SECTION III - SEVERABILITY OF EXCLUSIONS**

With respect to determining the applicability of the above Exclusions, no **wrongful act** or knowledge possessed by any one of the **insureds** shall be imputed to any other **insureds** to determine if coverage is available, unless indicated otherwise.

**SECTION IV - LIMITS OF INSURANCE, DEDUCTIBLES, MULTIPLE CLAIMS AND EXHAUSTION**

- A.** If a single **claim** is covered under more than one Coverage Part, then our maximum liability for all **loss** resulting from such **claim** shall be the largest applicable Limit of Insurance available under any one of the applicable Coverage Parts.
- B.** The Deductibles for each Coverage Part apply separately to the respective Coverage Parts. If a single **claim** is covered under more than one Coverage Part, the applicable Deductibles shall be applied separately to the part of the **claim** covered by each Coverage Part but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductibles shall be borne by the **insureds** uninsured and at their own risk.
- C.** If the aggregate Limit of Insurance for a particular Coverage Part is exhausted, then all of our obligations under that Coverage Part shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion. If the Shared Annual Aggregate Limit of Liability, if so set forth on the Common Policy Declarations, is exhausted, then all of our obligations under the policy for the remainder of the annual period as described in **SECTION IV.D.** below shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion.
- D.** The Limits of Insurance of each Coverage Part and the Shared Annual Aggregate Limit of Liability, if so set forth on the Common Policy Declarations, apply separately to each **policy year**. If the **policy period** of the respective Coverage Part is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period of the respective Coverage part for purposes of determining the Limits of Insurance.

- E. Regardless of the number of policies or Coverage Parts involved, all **claims** based upon or arising from the same **wrongful act** or any **interrelated wrongful acts** shall be considered a single **claim**. Each **claim** shall be deemed to be first made at the earliest of the following times:
  1. When notice of the earliest **claim** arising out of such **wrongful act** or **interrelated wrongful acts** is received in writing by an **insured** or by us, whichever comes first; or
  2. When notice of a **wrongful act** giving rise to such **claim** is given pursuant to Section VI of the General Provisions.
- F. In the event that more than one of the **insureds** is included in the same **claim**, the total amount of **loss** resulting from such **claim** and the Deductible shall be apportioned pro-rata among the **insureds** in proportion to their respective **loss** unless otherwise mutually agreed upon by the **insureds** and us.

### SECTION V - DUTIES OF THE INSUREDS IN THE EVENT OF A CLAIM

As conditions precedent to coverage under this policy:

- A. The **insureds** shall give us written notice of any **claim** made against any of the **insureds** for a **wrongful act** as soon as practicable after any **executive** of the **named insured** has knowledge of such **claim**, and shall cooperate and provide information as we may reasonably require, including but not limited to providing a description of the **claim**, the nature of the alleged **wrongful act**, the nature of the alleged injury, the names of the claimants, and the manner in which the **insureds** first became aware of the **claim**. As soon as practicable, the **insureds** shall furnish us with copies of reports, investigations, pleadings and other papers in connection with the **claim**.
- B. The **insureds** shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a **claim** the **insureds** will do nothing which may prejudice our position or our potential or actual rights of recovery. The failure of any **insured person** to do so shall not impair the rights of any other **insured person** under this policy.
- C. The **insureds** shall not settle any **claim**, incur any **defense costs** or otherwise assume any obligation or admit any liability with respect to any **claim** without our prior written consent. We shall be entitled to full information and all particulars we may request in order to reach a decision as to such consent. We shall not be liable for any settlement, **defense costs**, assumed obligation or admission to which we have not consented.

If the **insureds** fail to provide notice of any **claim** to us as required under this Section, we shall not be entitled to deny coverage for the **claim** based solely upon late notice unless we can demonstrate that our interests were materially prejudiced by reason of such late notice.

This Section does not apply to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form.

### SECTION VI - NOTICE OF A WRONGFUL ACT

If prior to the end of the **policy period** of the applicable Coverage Part, any of the **insureds** first become aware of a specific **wrongful act** they believe is likely to give rise to a **claim**, and if any of the **insureds** give us written notice as soon as practicable, but prior to the end of the **policy period** of the applicable Coverage Part, of:

- A. The specific **wrongful act**;
- B. The injury or damage which has or may result therefrom; and
- C. The circumstances by which the **insureds** first became aware thereof;

then any **claim** subsequently made arising out of such **wrongful act** shall be deemed to have been made when notice of the **wrongful act** was first given.

## SECTION VII - DIRECTION OF CORRESPONDENCE TO US

All notices and other materials provided to us pursuant to the terms of this policy shall be directed to the Management Liability Claims Manager at one of the following addresses:

- A. MgmtLiabilityClaims@cinfin.com
- B. The Cincinnati Insurance Company  
P.O. Box 145496  
Cincinnati, OH 45250-5496

## SECTION VIII - APPLICATION

The **application** is the basis of this policy and is incorporated into and constitutes a part of this policy. It is agreed by the **insureds** that the statements in the **application** are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations provided.

In the event that the **application** contains any misrepresentation or omission with respect to a specific **wrongful act** or the knowledge of any of the **insureds** of any matter which such **insured** has reason to believe may give rise to a future **claim** made with the intent to deceive or which materially affects the acceptability of the risk or hazard assumed by us, then no coverage shall be afforded for any **claim** based upon, arising from or in consequence of any such misrepresentation or omission. Such misrepresentation or omission shall not be imputed to any other **insureds** for purposes of determining the validity of this policy to such other **insureds** except:

- A. Any **insured person** who knew that the statement or representation was not true as of the inception date of coverage;
- B. The **organization** with respect to any **executive** who knew that the statement or representation was not true as of the inception date of coverage; and
- C. The **organization** if the signer of the **application** knew that the statement or representation was untrue.

We shall not be entitled under any circumstances to void or rescind this policy with respect to any **insured**.

## SECTION IX - CHANGES IN EXPOSURE

### A. Change in Ownership of Named Insured

If during the **policy period** of the applicable Coverage Part:

1. The **named insured** consolidates with or merges into another entity such that such **named insured** is not the surviving entity;
2. Another entity or person or group of entities and/or persons acting in concert acquires more than 50% ownership of the **named insured** or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than 50% of the outstanding securities or voting rights representing the present right to vote for the election of directors, trustees or managers (if a limited liability company) of the **named insured**;

then, subject to all the other provisions of this policy, coverage under the applicable Coverage Part shall continue to apply to such **named insured** and its **insureds** until the end of the applicable **policy period** or any applicable **extended reporting period**, but only with respect to **claims** for **wrongful acts** committed, attempted or allegedly committed or attempted prior to such transaction. The **named insured** shall give written notice to us as soon as practicable, but in no event later than 90 days after such transaction.

### B. Cessation of Subsidiaries

If during the **policy period** of the applicable Coverage Part any entity ceases to be a **subsidiary** as defined in the applicable Coverage Part, then, subject to all the other provisions of this policy, coverage under the applicable Coverage Part shall continue to apply to such entity and its **insureds** until the end of the applicable **policy period** or any applicable **extended reporting period**, but only with respect to **claims** for **wrongful acts** committed, attempted or allegedly committed or attempted prior to the date such entity ceases to be a **subsidiary**. The **named insured** shall give written notice to us as soon as practicable, but in no event later than 90 days after the entity ceases to be a **subsidiary**.

### C. Acquisition or Formation of Entity

If during the **policy period** of the applicable Coverage Part the **named insured** newly acquires or forms another entity over which such **named insured** maintains more than 50% ownership for the purpose of coverage under the Coverage Part applicable to such **named insured**, the newly acquired or formed entity shall be deemed to be a **subsidiary**; however, coverage shall be excess of any indemnification or insurance otherwise available to such newly acquired or formed entity from any other source. Furthermore, coverage does not apply to **claims** for **wrongful acts** committed, attempted or allegedly committed or attempted prior to the date the **named insured** acquired or formed the entity unless we agree, after presentation of a complete application and all appropriate information, to provide coverage by endorsement for such **claims** and the **named insured** pays any additional premium we require for the endorsement.

### SECTION X - OTHER INSURANCE ISSUED BY ANOTHER INSURER

This insurance is primary except when all or any part of **loss** is also insured under any other valid and collectible prior or current policy. If any other insurance issued by another insurer (with the exception of insurance issued by us, any of our affiliated companies, or any of our predecessors or their affiliated companies) applies to any **claim**, then this insurance is excess over that other insurance, whether primary, excess, contingent or on any other basis, unless that other insurance was purchased specifically to apply excess over the limits provided in this policy. Furthermore, with respect to any coverage that may be provided for any **claim** for actual or alleged **personal injury**, such **claims** shall be specifically excess of any similar coverage provided by the **organization's** General Liability Policy.

When this policy is excess:

- A. We will have no duty to defend any **claim** when any other insurer has that duty. If another insurer fails to defend and we incur costs as a result of such failure, we will be entitled to the **insureds'** rights against such other insurer; and
- B. We will pay only our share of the amount of the **loss**, if any, that exceeds the sum of:
  1. The total amount that all such other insurance would pay for the **loss** in the absence of this policy; and
  2. The total of all deductible and self-insured amounts under all such other insurance.

### SECTION XI - SPOUSE AND LEGAL REPRESENTATIVE EXTENSION

The liability coverage parts in this policy will, subject to all other terms, conditions and exclusions of the applicable Coverage Part and the General Provisions, be extended to apply to **claims** for the **wrongful acts** of an **insured person** made against:

- A. The spouse or **domestic partner** of an **insured person** but only to the extent such person is a party to any **claim** solely in such person's capacity as a spouse or **domestic partner** of an **insured person** and only if the **claim** seeks damages recoverable from marital community property jointly held by the **insured person** and the spouse or **domestic partner**, or property transferred from the **insured person** to the spouse; or
- B. Their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy.

We have no obligation to make any payment for **loss** in connection with any **claim** against a spouse, **domestic partner**, estates, heirs, legal representatives or assigns of an **insured person** for any actual or alleged, error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted by such spouse, **domestic partner**, estates, heirs, legal representatives or assigns.

### SECTION XII - MEDIATION AND ALLOCATION

- A. Any dispute including but not limited to tort claims or contract claims between an **insured** and us arising out of or relating to this policy shall be submitted to non-binding mediation prior to commencement of an action between the parties. The mediator shall be chosen by agreement. If the parties cannot agree upon a mediator, the mediator shall be chosen by the American Arbitration Association.
- B. If both **loss** covered by this policy and loss not covered by this policy are incurred in a **claim** for which coverage is afforded, either because a **claim**:

1. Against an **insured** includes both covered and uncovered matters, we will pay 100% of **defense costs** and all remaining loss will be allocated between covered **loss** and uncovered loss based upon the relative legal exposure to the parties to such matters; or
  2. Is made against both an **insured** and others, we will pay **defense costs** for our **insured**, and all remaining loss will be allocated between covered **loss** and uncovered loss based upon the relative legal exposure to the parties to such matters.
- C.** If we and the **insureds** cannot agree as to matters in **B.** above prior to a judgment or finding in the civil or administrative proceeding dealing with **claims** against the **insureds**, the parties agree that they will, to the extent it is within their control, require that the allocation between covered **loss** and uncovered loss is made in such civil or administrative proceeding. Such efforts shall include but are not limited to the submission of special interrogatories to the finder of fact in such proceeding. Such efforts shall not require us to become a party to such civil or administrative proceeding.
- D.** Notwithstanding **C.** above, if we and the **insureds** cannot agree as to matters in Section **B.** above prior to a judgment or finding in any civil or administrative proceeding in which such issues are decided, we may at any time before or after mediation under **A.** above settle all **claims** against any or all **insureds**. Following such settlement, any dispute between us and the **insureds** as to the proper allocation of covered and uncovered matters under **B.** above shall be submitted to non-binding mediation prior to the commencement of an action between the parties. In any event, only one mediation as to the same issues shall be required.

**SECTION XIII - ACTION AGAINST US**

- A.** No action shall be taken against us unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy and until the obligation of the **insureds** to pay shall have been finally determined, either by an adjudication against them or by written agreement of the **insureds**, the claimant and us. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of an **insured** or of an **insured's** estate shall not relieve us of any of our obligations hereunder.
- B.** No person or organization shall have any right under this policy to join us as a party to any **claim**. Neither the **insureds** nor their legal representative shall implead us in any **claim**.

This Section does not apply to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form.

**SECTION XIV - SUBROGATION**

In the event of any payment under this policy, we shall be subrogated to all of the rights to recovery of the **insureds** to the extent of such payment. The **insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as may be necessary to enable us to effectively bring suit in the name of the **insureds**.

**SECTION XV - CHANGES IN THIS POLICY**

No change or modification of, or assignment of interest under this policy shall be effective except when made by us through a written endorsement to this policy.

**SECTION XVI - CONFORMITY TO STATUTE**

Any terms of this policy which are in conflict with the terms of any applicable laws construing this policy are hereby amended to conform to such laws.

**SECTION XVII - ENTIRE AGREEMENT**

By acceptance of this policy, we and the **insureds** agree that this policy (including the **application**) and any written endorsements attached hereto constitute the entire agreement between the parties.



## SECTION XVIII - REPRESENTATION BY NAMED INSURED

The first **named insured** shall act on behalf of all of the **insureds** in purchasing this policy and for any purposes under the policy.

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## SECTION XIX - EXTENDED REPORTING PERIODS

A. Upon termination of any Coverage Parts for any reason, other than nonpayment of premium, the **named insured** shall be provided a 90 day Automatic Extended Reporting Period and have the option to replace the 90 day Automatic Extended Reporting Period with a 12 month Optional Extended Reporting Period. The **named insured** may also request an Optional Extended Reporting Period with a term longer than 12 months, which may be provided solely at our discretion.

1. Automatic Extended Reporting Period

A 90 day Automatic Extended Reporting Period is automatically provided without additional charge. The Automatic Extended Reporting Period starts immediately after the end of the **policy period** of the applicable Coverage Part.

2. Optional Extended Reporting Periods

a. The **named insured** shall have the option to purchase a 12 month Extended Reporting Period to replace the 90 day Automatic Extended Reporting Period for an additional premium equal to 75% of the expiring annual premium for the applicable Coverage Part.

b. Additional Optional Extended Reporting Periods may be available for an additional premium charge if an Extended Reporting Period longer than 12 months is desired. It is solely our decision whether to permit the first **named insured** to purchase an Extended Reporting Period with a term longer than 12 months.

The first **named insured** must give us a written request of their intent to purchase an Optional Extended Reporting Period within 60 days after the **policy period** of the applicable Coverage Part or that option shall terminate. The Optional Extended Reporting Period will not go into effect unless the first **named insured** pays the additional premium promptly when due.

B. The Extended Reporting Periods do not extend the **policy period** or change the scope of coverage provided. They extend the **claims** reporting period.

C. The Extended Reporting Periods extend coverage to **claims** first made during the length of time covered by the applicable Extended Reporting Period provided the **wrongful act** was committed, attempted or allegedly committed or attempted prior to the end of the **policy period** of the applicable Coverage Part, and all such **claims** shall be subject to all other terms, conditions and exclusions of the applicable Coverage Part and the General Provisions. Such **claims** must be reported in writing to us prior to the expiration of the applicable Extended Reporting Period.

D. The Extended Reporting Period, regardless of length does not reinstate or increase the Limits of Insurance of the applicable Coverage Part or the Shared Annual Aggregate Limit of Liability, if so set forth on the Common Policy Declarations. Our total liability shall not exceed the Limit of Insurance shown in the applicable Declarations for the last **policy year** in which coverage is provided hereunder.

E. Any Extended Reporting Period will immediately terminate on the effective date and time of any other insurance issued to the **insureds** which replaces this insurance. The entire premium for any Extended Reporting Period shall be fully earned at the commencement of any Extended Reporting Period.

F. If the terms under this section are invoked under the Cincinnati Data Defender™ Coverage Part or the Cincinnati Cyber Defense™ Coverage Part, the term **claim** as used in this section may also mean **regulatory proceeding**.

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## SECTION XX - COVERAGE TERRITORY

This policy applies to any **claim** for a **wrongful act** committed, attempted or allegedly committed or attempted anywhere in the world unless indicated otherwise. However, if insurance provided by this policy would be in violation of any United States economic or trade sanctions, such insurance shall be null and void.

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## SECTION XXI - LIBERALIZATION

If we adopt any revision that would broaden the coverage under this insurance and would be effective during the **policy period** without additional premium, the broadened coverage will immediately apply to this insurance as of the latter of:

- A. The date we implemented the change in the headquarters state which is the basis upon which the policy was issued; or
- B. The date the applicable Coverage Part became effective.

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## SECTION XXII - PARENT COMPANY AND FRANCHISOR EXTENSION

Upon written request of the president, chairperson or equivalent position of the **named insured**, we shall extend coverage under this policy to **defense costs** resulting from any **claim** made against a parent company or franchisor of the **named insured** or any **subsidiary** but only if and so long as:

- A. The **claim** arises out of a **wrongful act** actually or allegedly committed solely by an **insured**;
- B. The **insured** is included as a co-defendant in addition to the parent company or franchisor; and
- C. The **insured** as well as the parent company or franchisor are represented by the same counsel in connection with such **claim**.

For the purposes of this extension, a parent company or franchisor shall include:

- A. Any entity other than a natural person which owns more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors, trustees, managers (if a limited liability company) or equivalent of a **named insured** or **subsidiary**; or
- B. Any franchisor who has granted to an **insured** under a franchise agreement any franchise or franchise rights to allow the **insured** to operate as a franchisee or a franchised dealer.

This Section does not apply to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form.

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## SECTION XXIII – STATE INCONSISTENCY

In the event there is an inconsistency between a state amendatory endorsement attached to this policy and any term or condition of this policy, then where permitted by law, we shall apply those terms and conditions which are most favorable to the **insured**.

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# POLICYHOLDER NOTICE

## TERRORISM INSURANCE COVERAGE

Your policy (or the policy proposed to you) contains coverage for certain losses caused by terrorism.

### **Premium:**

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is \$ 0 \_\_\_\_\_.

### **Federal Participation:**

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

- Schedule:**

<b>Federal Share of Terrorism Losses</b>	
<b>Percentage</b>	<b>Calendar Year</b>
85%	2015
84%	2016
83%	2017
82%	2018
81%	2019
80%	2020

### **Cap on Insurer Participation:**

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

**NOTE:** THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER OF COVERAGE AND (2) AT THE TIME COVERAGE IS ISSUED.

## GEORGIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

### PILLAR POLICY PROGRAM

The following provision is added:

#### CANCELLATION AND NONRENEWAL

- A.** The first **named insured** shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:
- a.** If only the interest of the first **named insured** is affected, the effective date of cancellation will be either the date we receive notice from the first **named insured** or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first **named insured**, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first **named insured**.
  - b.** If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first **named insured** and the third party as soon as practicable after receiving the first **named insured's** request for cancellation.  
  
Our notice will state the effective date of cancellation, which will be the later of the following:
    - (1)** 10 days from the date of mailing or delivering our notice; or
    - (2)** The effective date of cancellation stated in the first **named insured's** notice to us.
- B.** We may cancel this policy or any of its Coverage Parts by mailing or delivering to the first **named insured** written notice of cancellation at least:
- 1.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 2.** 60 days before the effective date of cancellation if we cancel for any other reason. Such notice may only be sent for cancellation effective at a policy anniversary at the end of a **policy year**.
- C.** We will mail or deliver our notice to the first **named insured's** last mailing address known to us.
- D.** Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
- E.** If this policy is cancelled, we will send the first **named insured** any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- F.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- G.** If we decide to:
- 1.** Nonrenew this policy; or
  - 2.** Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
  - 3.** Change any policy provision which would limit or restrict coverage;

Then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first **named insured** and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice at least 60 days before the expiration date of this policy.

H. Policies written for a term of more than one year may be cancelled by us for any reason at the end of a **policy year**, upon 60 days written notice of cancellation.

Item #8.

All other provisions of the policy remain unchanged except as herein expressly modified.

## GEORGIA CHANGES - PILLAR POLICY PROGRAM

This endorsement modifies insurance provided under the following:

### GENERAL PROVISIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS

- A. SECTION X - OTHER INSURANCE ISSUED BY ANOTHER INSURER** is deleted in its entirety and replaced by the following:

#### SECTION X - OTHER INSURANCE ISSUED BY ANOTHER INSURER

This insurance is primary except when all or any part of **loss** is also insured under any other valid and collectible prior or current policy. If any other insurance issued by another insurer (with the exception of insurance issued by us, any of our affiliated companies, or any of our predecessors or their affiliated companies, or insurance written specifically to be excess of the insurance provided by this policy) applies to any **claim**, then our obligations are limited. 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.

When this policy is excess:

- A.** We will have no duty to defend any **claim** when any other insurer has that duty. If another insurer fails to defend and we incur costs as a result of such failure, we will be entitled to the **insureds'** rights against such other insurer; and
- B.** We will pay only our share of the amount of the **loss**, if any, that exceeds the sum of:
1. The total amount that all such other insurance would pay for the **loss** in the absence of this policy; and
  2. The total of all deductible and self-insured amounts under all such other insurance.
- B. SECTION XIX - EXTENDED REPORTING PERIODS**, Paragraph **F.** is deleted in its entirety and replaced by the following:
- F.** If the terms under this section are invoked under the Cincinnati Data Defender™ Coverage Part, the Cincinnati Network Defender™ Coverage Part or the Cincinnati Cyber Defense™ Coverage Part, the provisions contained in this Section shall apply only to the following Insuring Agreements in effect at the end of the **policy period**:
1. Insuring Agreements **A** - Response Expenses and **B** - Defense and Liability of the Cincinnati Data Defender™ Coverage Part;
  2. Insuring Agreements **A** - Computer Attack and **B** - Network Security and Electronic Media Liability of the Cincinnati Network Defender™ Coverage Part; or
  3. Insuring Agreements **A** - Response Expenses, **B** - Computer Attack, **E** - Data Compromise Liability, **F** - Network Security Liability and **G** - Electronic Media Liability of the Cincinnati Cyber Defense™ Coverage Part.

All other provisions of the policy remain unchanged except as herein expressly modified.

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

### GENERAL PROVISIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS

**A. SECTION I - DEFINITIONS** is amended to add the following:

**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 the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

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

**B. CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

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

**C. APPLICATION OF OTHER EXCLUSIONS**

The terms and limitations of any terrorism exclusion, or the inapplicability, omission or absence of a terrorism exclusion does not serve to create coverage for any **loss** which would otherwise be excluded under this policy, such as **losses** excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the **certified act of terrorism** contributes concurrently or in any sequence to the **loss**.

**D. SUNSET CLAUSE**

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism that takes place after the expiration or repeal of the Act.

All other provisions of the policy remain unchanged except as herein expressly modified.

# NOTICE OF PRIVACY PRACTICES

For additional information on our privacy policies, including state specific information, please visit <https://www.cinfin.com/privacy-policy>.



**THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY  
THE CINCINNATI INDEMNITY COMPANY**

**NOTICE TO POLICYHOLDERS**

Please be advised that in your application for insurance you disclosed information to The Cincinnati Insurance Company, The Cincinnati Casualty Company and The Cincinnati Indemnity Company. The information disclosed in the application and all information subsequently collected by any of these companies may be shared among all three.

# SIGNATURE ENDORSEMENT

Item #8.

IN WITNESS WHEREOF, this policy has been signed by our President and Secretary in the City of Fairfield, Ohio, but this policy shall not be binding upon us unless countersigned by an authorized representative of ours. The failure to countersign does not void coverage in Arizona, Virginia and Wisconsin.



Secretary



President

The signature on any form, endorsement, policy, declarations, jacket or application other than the signature of the President or Secretary named above is deleted and replaced by the above signatures.

# The Cincinnati Insurance Company

A Stock Insurance Company

## NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE PART DECLARATIONS

**THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. TO THE EXTENT IT IS NOT OTHERWISE INDICATED, THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.**

Policy Number: **EMN 039 32 20**

Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

Limit of Insurance:	\$ <u>1,000,000</u>	in the aggregate
Investigative Costs Sublimit:	\$ <u>100,000</u>	in the aggregate
Excess Benefit Transaction Tax Sublimit:	\$ <u>20,000</u>	sublimit per <b>organizational manager</b>

Additional Defense Limit of Insurance:	\$ <u>UNLIMITED</u>	in the aggregate
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Excess Side A Limit of Insurance:	\$ <u>1,000,000</u>	in the aggregate
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	\$ <u>0</u>	each <b>claim</b> under Insuring Agreement <b>A</b> (Insured Persons)
Deductibles:	\$ <u>10,000</u>	each <b>claim</b> under Insuring Agreement <b>B</b> (Indemnification)
	\$ <u>10,000</u>	each <b>claim</b> under Insuring Agreement <b>C</b> (Organization)

Retroactive Date:	<u>N/A</u>
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Prior or Pending Date:	<u>04-24-2015</u>
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Continuity Date:	<u>04-24-2015</u>
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Forms and endorsements applicable to this coverage part:

ML105	01/18	NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE
ML207	12/19	CAPITAL ENDORSEMENT
ML316	01/16	EXTENSION OF CREDIT EXCLUSION
ML409	01/16	PUBLIC OFFICIAL ENDORSEMENT

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Item #8.

# NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE

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# NONPROFIT ORGANIZATION

## DIRECTORS AND OFFICERS LIABILITY COVERAGE

**THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. TO THE EXTENT IT IS NOT OTHERWISE INDICATED, THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.**

### SECTION I - INSURING AGREEMENTS

- A.** We will pay on behalf of the **insured persons** all **loss** which they shall be legally obligated to pay, except for such **loss** which the **organization** actually pays as indemnification, resulting from any **claim** first made during the **policy period**, or any **extended reporting period** included in or endorsed to the policy, for a **wrongful act**.
- B.** We will pay on behalf of the **organization** all **loss** which the **organization** is required to pay as indemnification to the **insured persons** resulting from any **claim** first made during the **policy period**, or any **extended reporting period** included in or endorsed to the policy, for a **wrongful act**.
- C.** We will pay on behalf of the **organization** all **loss** which the **organization** is required to pay resulting from any **claim** first made during the **policy period**, or any **extended reporting period** included in or endorsed to the policy, against the **organization** for a **wrongful act**.

We will have the right and duty to select counsel and defend the **insureds** against any such **claim**.

### SECTION II - DEFINITIONS

Where set forth in bold type in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

**A. Claim** means:

1. A written demand for monetary damages or non-monetary relief;
2. A civil proceeding commenced by the filing of a complaint or similar pleading;
3. A formal administrative or regulatory proceeding commenced by the filing of a complaint, charge, formal investigative order or similar document;
4. An arbitration, mediation or similar alternative dispute resolution proceeding in which monetary damages are sought if the **insured**:
  - a. Is required to participate in such proceeding; or
  - b. Agrees to participate in such proceeding with our written consent, such consent not to be unreasonably withheld;
5. A criminal proceeding commenced by the return of an indictment;
6. A written request to toll or waive a statute of limitations related to a potential **claim** described in Definitions **A.1.** through **A.5.** above; or
7. A civil, administrative, regulatory or criminal investigation of an **insured person** once such **insured person** is identified in writing by such investigating authority as a person against whom a proceeding described in Definitions **A.2.**, **A.3** or **A.5.** may be commenced. The maximum Limit of Insurance for all such investigations against any **insured persons** shall be the Investigative Costs Sublimit set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. This sublimit shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and does not increase our maximum aggregate liability under this Coverage Part;

against any **insured**, including any appeal therefrom.

- B. Defense costs** means reasonable and necessary fees, costs, and expenses incurred by us or with our consent on behalf of the **insureds** or reimbursed to any of the **insureds** by us, resulting solely from the investigation, adjustment, defense and appeal of any **claim**. **Defense costs** includes, but is not limited to, the cost of expert consultants and witnesses, and premiums for appeal, injunction, attachment or supersedeas bonds (but not the obligation to furnish such bonds).
- Defense costs** shall not include:
1. Salaries, wages, fees, overhead or expenses of our employees or any **insureds**, directors, officers, trustees or employees, other than that portion of our employed attorneys' fees, salaries and expenses allocated to a specific **claim**;
  2. Any amount covered by the duty to defend obligation of any other insurer; or
  3. Any pre-tender fees, costs or expenses.
- C. Directors and officers** means all natural persons who were, now are, or shall become an officer, a duly elected or appointed member of the board of directors, trustees, regents, managers, governors, a **LLC manager** or an equivalent position of the **organization**.
- D. Disqualified person** means a disqualified person as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- E. Employee** includes, but is not limited to, all natural persons who were, now are, or shall become full-time, part-time, seasonal, volunteer, contingent or leased workers of the **organization** as determined by federal, state or local law. **Employee** does not include independent contractors as determined by federal, state or local law.
- F. Employment related wrongful act** means a **wrongful act** arising from employment related activities including, but not limited to, hiring, training, supervision, evaluation, promotion, demotion, granting of tenure, and termination.
- G. Excess benefit transaction** means an excess benefit transaction as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- H. Excess benefit transaction tax** means any excise tax imposed by the Internal Revenue Service on any **insured** who is an **organizational manager** as a result of such **insured's** participation in an **excess benefit transaction**.
- I. Executive** means any natural person who was, now is or shall become the chief executive officer, chief financial officer, executive director or person of equivalent position to any of the foregoing of the **organization**.
- J. Financial impairment** means, with respect to the **organization** or any **outside organization**, the appointment of any receiver, conservator, liquidator, rehabilitator, trustee or similar official; or the **organization** or any **outside organization** becoming a **debtor in possession**.
- K. Insured** means the **organization** and the **insured persons**.
- L. Insured persons** means:
1. **Directors and officers**;
  2. All natural persons who were, now are, or shall become an **employee** or committee member, whether or not they were, are or shall be compensated, of the **organization**;
  3. All natural persons who were, now are, or shall become members or volunteers of the **organization** while acting on behalf of the **organization** in a voluntary capacity at the direction of the **directors and officers**; and
  4. Any natural person who is an independent contractor as determined by federal, state or local law, but only while acting in the capacity as such for the **organization** pursuant to an express written agreement between the independent contractor, or any entity on behalf of the independent contractor, and the **organization** and only if the **organization** agrees in writing to provide indemnification to such independent contractor; provided, however, that any coverage under this Coverage Part for any such independent contractor shall be excess of any indemnification or insurance otherwise available to such independent contractor from any other source.
- M. LLC manager** means any natural person who is a manager, member of the board of managers or member of the **organization** that is a limited liability company, but only with respect to the conduct of the

limited liability company's business. However, any member of a limited liability company who is a passive investor not involved in the operations of the limited liability company is not a **LLC manager**.

**N. Loss** means **defense costs** and the total amount of monetary damages which the **insured** becomes legally obligated to pay on account of any **claim** for a **wrongful act** with respect to which coverage hereunder applies, including damages, judgments, settlements, prejudgment and postjudgment interest, and punitive or exemplary damages or the multiplied portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary or multiplied damages.

**Loss** shall also include:

Any **excess benefit transaction tax** an **insured** is obligated to pay as a result of a **claim**. The maximum Limit of Insurance per each **organizational manager** for any **excess benefit transaction tax** shall be the Excess Benefit Transaction Tax Sublimit set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. This sublimit shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and does not increase our maximum aggregate liability under this Coverage Part. The **excess benefit transaction tax** shall not include the 25% excise tax assessed against any **disqualified person** or the 200% tax assessed for failure to correct an **excess benefit transaction**.

**Loss** shall not include:

1. Taxes, criminal or civil fines or penalties imposed by law, except as noted above;
2. Any restitution, disgorgement or similar sums; or
3. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed.

**O. Organization** means the **named insured** and any **subsidiary**.

**P. Organizational manager** means an organizational manager as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.

**Q. Outside organization** means any nonprofit corporation or organization other than the **organization**, which is described in Section 501(c)(2), (3), (4), (6), (7), (8), (10), (19), or 501(d) of the Internal Revenue Code of 1986, as amended, and is exempt from federal income taxation.

**R. Outside position** means the service of any **insured person** of the **organization** as an officer or member of the board of directors, trustees, regents, managers, governors, or equivalent position in any **outside organization** but only during the time that such service is performed at the direction of the **organization** or with the consent and knowledge of the **organization**.

**S. Personal injury** means invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, false detention, abuse of process, malicious prosecution, libel, slander, defamation, or disparaging of a person's or organization's goods, products or services.

**T. Property damage** means:

1. Injury or damage, of any nature, to tangible or intangible property, including all resulting loss of use of that property; or
2. Loss of or loss of use of tangible or intangible property that is not otherwise injured or damaged.

**U. Publishers liability** means infringement of copyright, trademark, service mark or trade name, unauthorized use of title, plagiarism or misappropriation of ideas.

**V. Third party** means any natural person who is not an **employee** of the **organization**.

**W. Wrongful act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty including any **personal injury** or **publishers liability** committed, attempted or allegedly committed or attempted on or after the Retroactive Date, if any, set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and prior to the end of the **policy period** by:

1. Any of the **insured persons** in the discharge of their duties solely in their capacity as **insured persons** of the **organization**;
2. Any of the **insured persons** of the **organization** in the discharge of their duties solely in their capacity in an **outside position** in any **outside organization**;
3. Any of the **insured persons** solely by reason of their status as such; or



**SECTION III - EXCLUSIONS**

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

**A. Bodily Injury/Property Damage**

We are not liable to pay, indemnify or defend any **claim** for actual or alleged:

1. Bodily injury, sickness, disease, or death of any person, mental anguish, or emotional distress; or
2. **Property damage**, including, but not limited to, physical injury, loss of or loss of use of currency or any negotiable or non-negotiable instruments or contracts representing money.

**B. Conduct**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any of the **insureds** or any person for whose actions the **insureds** are legally responsible:

1. Committing any deliberately fraudulent act or omission;
2. Committing any willful violation of any statute or regulation; or
3. Gaining any profit, remuneration or advantage to which they were not legally entitled;

if established by a final and non-appealable judgment or adjudication in any underlying action or proceeding adverse to the **insureds** as to such conduct.

With respect to determining the applicability of this exclusion, no conduct pertaining to any **insured person** shall be imputed to any other **insured person**; however, any conduct pertaining to any **executive** shall be imputed to the **organization** to determine if coverage is available.

**C. Contract**

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged liability of any **insureds** under the terms, conditions or warranties of any oral or written contract or agreement, except to the extent the liability would have attached to any such **insureds** in the absence thereof; provided, however, that this exclusion shall not apply to **defense costs** with respect to any **claim** against any **insured persons**.

**D. Cyber**

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged:

1. Improper dissemination of personally identifiable information or protected health information;
2. Liability of any **insured** arising out of internet and electronic services which are performed for or on behalf of any client or customer of the **organization** through the transmission of electronic data to or from the **organization's** internet website or through a private computer network controlled by the **organization**; or
3. Liability of any **insured** for internet professional services the **organization** provides to others which may include, but are not limited to, application service provider, domain name registration services, electronic exchange and auction services, internet hosting services, internet media services, internet service provider service, managed and network security services, public key infrastructure services, search engine services, web portal services, website development, software development and internet access provider;

provided, however, that this exclusion shall not apply to any **claim** to which Insuring Agreement **A.** solely applies.

**E. Employment Practices**

We are not liable to pay, indemnify or defend any **claim** for an **employment related wrongful act**.

**F. ERISA**

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, as amended or any rules, regulations or orders promulgated thereunder or any similar provisions of any federal, state or local statutory or common law in connection with any pension or welfare plan established for the benefit of **employees** of the **organization**.

**G. Insured vs. Insured**

We are not liable to pay, indemnify or defend any **claim** brought or maintained by, on behalf of or at the behest of any of the **insureds** in any capacity and regardless of collusion; provided, however, that this exclusion does not apply to:

1. Any **claim** brought or maintained as a derivative action on behalf of the **organization** by one or more persons who are not **insured persons** and who bring and maintain the **claim** without the solicitation, assistance or participation of any of the **insureds**;
2. Any **claim** brought or maintained by any of the **insureds** for contribution or indemnity, if such **claim** for contribution or indemnity directly results from another **claim** covered by the Coverage Part;
3. Any **claim** brought or maintained by an examiner, trustee, receiver, liquidator, rehabilitator, bankruptcy trustee or similar official, or creditors' committee of the **organization** in connection with a bankruptcy proceeding of the **organization**;
4. Any **claim** brought or maintained by **insured persons** of the **organization**:
  - a. Who are **executives** or **directors and officers** who have not served as such for at least a one year period prior to the date the **claim** is first made and who bring and maintain the **claim** without the solicitation, assistance or participation of any **insured persons** who have served as **insured persons** within such one year period; or
  - b. Other than **executives** or **directors and officers** if such **claim** is brought and maintained without any active assistance or participation of, or solicitation by, any **executives** or **directors and officers**; or
5. Any **claim** brought by a whistleblower pursuant to any federal, state, or local statutory or common law.

**H. Intellectual Property**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any actual or alleged infringement of patent or misappropriation of trade secrets or other intellectual property rights; provided, however, that this exclusion shall not apply to any **publishers liability**. Furthermore, this exclusion shall not apply to any **claim** against any **insured persons**.

**I. Outside Service**

We are not liable to pay, indemnify or defend any **claim** for any **wrongful act** in the discharge of the duties of any of the **insured persons** as a director, officer, trustee, employee, volunteer or member of any entity other than the **organization**, even if directed or requested to serve such other entity by the **organization**; provided, however, that this exclusion shall not apply to the extent:

1. Such **claim** is based on the service of an **insured person** in an **outside position**; and
2. The **loss** resulting from such **claim** is not indemnified by the **outside organization** or any of its insurers.

**J. Third Party Discrimination or Sexual Harassment**

We are not liable to pay, indemnify or defend any **claim** for any discrimination against or sexual harassment of any **third party**.

**SECTION IV - SEVERABILITY OF EXCLUSIONS**

With respect to determining the applicability of the above exclusions, no **wrongful act** or knowledge possessed by any one of the **insureds** shall be imputed to any other **insureds** to determine if coverage is available, unless indicated otherwise.

**SECTION V - LIMIT OF INSURANCE AND DEDUCTIBLES**

- A. We will pay 100% of **loss** in excess of the applicable Deductible amount set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations up to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations, subject to the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations.
- B. In the event a single **claim** is covered under more than one Insuring Agreement, the Deductibles set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations shall be applied

separately to the part of the **loss** resulting from such **claim** covered by each Insuring Agreement and the sum of the Deductibles so applied shall constitute the Deductible for each single **claim**; provided, however, that the total Deductible as finally determined shall in no event exceed the largest of the applicable Deductibles. Notwithstanding the aforementioned, the Deductible applicable to Insuring Agreement **B.** shall apply to **loss** payable under any of the Insuring Agreements for which indemnification by the **organization** is legally permissible, whether or not actual indemnification is granted, unless the **organization** fails to indemnify any **insured person** due to the **financial impairment** of the **organization**. The Deductible shall be paid by the **organization**. Any **loss** paid by us within the Deductible shall be reimbursed by the **organization** within 30 days of our written request for such reimbursement.

- C. Defense costs** shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations. **Defense costs** we pay shall reduce such Limits of Insurance. **Defense costs** paid by the **organization** shall be applied against the Deductible.
- D.** Our maximum aggregate liability for all **loss** resulting from all **claims** under this Coverage Part shall be the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations, subject to the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations.
- E.** If an Additional Defense Limit of Insurance is set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations, **defense costs** will apply first to and reduce the Additional Defense Limit of Insurance. The Additional Defense Limit of Insurance will be in addition to and not part of the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. The Additional Defense Limit of Liability is applicable to **defense costs** only. **Defense costs** paid by the **organization** shall be applied against the Deductible.

Upon exhaustion of the Additional Defense Limit of Insurance, **defense costs** shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. **Defense costs** we pay shall reduce the Limit of Insurance.

- F.** If an Excess Side A Limit of Insurance is set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and if the Limit of Insurance has been exhausted, we provide the **insured persons** with an excess limit of insurance under Insuring Agreement **A.** Such Excess Side A Limit of Insurance will not exceed the amount set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations. The Excess Side A Limit of Insurance is in addition to and not part of the Limit of Insurance, and it applies solely to **loss** resulting from any **claim** against an **insured person** to which Insuring Agreement **A.** is applicable.
- G.** It is agreed that:
  - 1.** If a **loss** from any **claim** is payable but such payment would exceed the remaining applicable Limit of Insurance as set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations, we will first pay the unpaid portion of such **loss** under Insuring Agreement **A.**; then to the extent that any amount of the applicable Limit of Insurance shall remain available, we will pay such **loss** to which Insuring Agreements **B.** and **C.** apply.
  - 2.** Upon written request of the president, chairperson or equivalent position of the **named insured**, we shall withhold payment of a covered **loss** under Insuring Agreements **B.** and **C.** until the president, chairperson or equivalent position of the **named insured** directs us to pay such covered **loss**. Such request shall not delay any payment under Insuring Agreement **A.**

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## SECTION VI - DEFENSE, INVESTIGATION AND SETTLEMENT

- A.** We will have the right and duty to select counsel and defend the **insureds** against any **claim**; however, we will have no duty to defend the **insureds** against any **claim** to which this insurance does not apply.
- B.** We may make any investigation we deem necessary and may, with the consent of the **insureds** named in connection with the **claim**, make any settlement of any **claim** we deem expedient. If the **insureds** withhold consent to such settlement, our liability for all **loss** in connection with such **claim** shall not exceed:
  - 1.** The amount of the proposed settlement plus **defense costs** incurred up to the date of the **insured's** refusal to consent to the proposed settlement; plus
  - 2.** 90% of any settlement or judgment in excess of the proposed settlement amount referenced in **B.1.** above plus 90% of any **defense costs** incurred after the date the **insureds** refused to consent to the proposed settlement, subject in all events to the applicable Limit of Insurance and Deductible for such **claim**. The remaining 10% of any settlement or judgment in excess of the proposed settlement

amount referenced in **B.1.** above plus 10% of any **defense costs** incurred after the date the **insureds** refused to consent to the proposed settlement shall be borne by the **insureds**, uninsured and at their own risk.

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- C.** Our right and duty to defend end when we have used up the applicable Limit of Insurance in the defense or payment of damages, judgments or settlements of covered **claims**.
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# CAPITAL ENDORSEMENT™

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**CAPITAL ENDORSEMENT™**  
**CAPITAL SCHEDULE OF COVERAGE LIMITS**

<u>Coverages:</u>	<u>Limit of Insurance:</u>	<u>Deductible:</u>
<b>A. Additional Excess Side A</b>	\$250,000	\$0
<b>B. Business Travel Benefit</b>	\$50,000	\$0
<b>C. Conference Cancellation</b>	\$25,000	\$0
<b>D. Crisis Management Emergency Response</b>	\$50,000	\$0
<b>E. Death Benefit</b>	\$50,000	\$0
<b>F. Destroyed Records</b>	\$25,000	\$0
<b>G. Donation Security</b>	\$50,000	\$0
<b>H. Emergency Real Estate Consulting Fee</b>	\$50,000	\$0
<b>I. Emergency Travel Expense</b>	\$50,000	\$0
<b>J. Fundraising Event Cancellation Expense</b>	\$25,000	\$0
<b>K. Identity Theft Expense</b>	\$50,000	\$0
<b>L. Image Restoration and Counseling Expense</b>	\$50,000	\$0
<b>M. Immigration</b>	\$25,000	\$0
<b>N. Key Individual Replacement Expense</b>	\$50,000	\$0
<b>O. Kidnap Expense</b>	\$50,000	\$0
<b>P. Political Unrest Evacuation Expense</b>	\$10,000 per employee \$50,000 policy limit	\$0
<b>Q. Temporary Meeting Space Expense</b>	\$50,000	\$0
<b>R. Travel Delay Expense</b>	\$2,500	\$0
<b>S. Unauthorized Business Card Use</b>	\$1,500	\$500
<b>T. Workplace Violence Counseling Expense</b>	\$50,000	\$0

## CAPITAL ENDORSEMENT™

This endorsement modifies insurance provided under the following:

### COMMUNITY ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE

The insurance coverage and Limits of Insurance provided by this endorsement are excess of, and apply in addition to, any similar or identical coverage provided by any other endorsement attached to this Coverage Part, or by any other Coverage Part forming a part of the policy of insurance of which this Coverage Part forms a component.

For the purposes of this endorsement only, **COMMUNITY ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE** or **NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE, SECTION II - DEFINITIONS** is amended to include the following:

- A. Business-related conference expense** means those expenses incurred by the **organization** for any employee(s) scheduled to attend a conference or convention provided that the employee(s) was (were) registered for the conference or convention at least 30 days prior to the conference's or convention's cancellation.
- B. Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy of affect the conduct of the United States Government by coercion.
- C. Communicable disease** means any disease or any related or resulting diseases, viruses, complexes, symptoms, manifestations, effects, conditions, sickness, illnesses, or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, including but not limited to Meningitis, Measles or Legionnaire's Disease.
- D. Covered event** means an actual or alleged act, attempt or threat of sexual misconduct or sexual molestation directed at one or more of the **organization's** clients while in the **organization's** care, custody and control, committed by the **organization**, any of the **organization's** partners, directors, officers, employees, independent contractors or volunteers.
- E. Covered person** means:
1. Any current director, officer or an equivalent position of the **organization**; or
  2. The spouse, **domestic partner**, parent, or child of a current director, officer or an equivalent position of the **organization**.
- F. Crisis** means the public announcement that an incident occurred on your premises or at an event sponsored by you.
- G. Crisis management emergency response expenses** mean those expenses incurred for services provided by a crisis management firm. However, crisis management emergency response expenses shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall crisis management emergency response expenses include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.

- H. Crisis management firm** means any service provider the **organization** hire that is acceptable to us. consent will not be unreasonably withheld.
- I. Emergency evacuation expense** means:
1. Additional lodging expenses;
  2. Additional transportation costs;
  3. The cost of obtaining replacement of lost or stolen travel documents necessary for evacuation from the area of **political unrest**; and
  4. Translation services, message transmittals and other communication expenses provided that these expenses are not otherwise reimbursable.
- J. Emergency travel expense** means:
1. Hotel expense incurred, and not reimbursed by any other source, as the result of the cancellation of scheduled transportation by a commercial transportation carrier for regular passenger service by land, water, or air. The cancellation must occur within forty-eight hours of a **certified act of terrorism**; and
  2. The increased amount incurred and not reimbursed by any other source for air or train fare resulting from cancelling and rescheduling a form of transportation to replace a similarly scheduled form of transportation canceled by a commercial transportation carrier.
- K. Failed donation** means notice to the insured during the policy year of:
1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a written pledge, made during the **policy year**, of funds or other measurable, tangible property to the **organization** provided that the donor has never been in bankruptcy or filed for bankruptcy/reorganization prior to the time the donor's pledge was made to the **organization**; or
  2. The unemployment or **incapacitation** of an individual donor during the **policy year** preventing the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured provided that, if the donor is an individual who becomes unemployed or **incapacitated**:
    - a. Neither the **organization** nor the donor shall have had reason to believe the donor would become unemployed or **incapacitated** prior to the donation date;
    - b. The individual donor is unemployed or **incapacitated** for at least 60 days before payment is made by the Company; and
    - c. There is a written pledge of funds or other measurable, tangible property dated during the **policy year**.
- L. Identity theft** means the act of knowingly transferring or using, without lawful authority, a means of identification of any director, officer or an equivalent position (or spouse or **domestic partner** thereof) of the **organization** 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.
- M. Identity theft expenses** mean:
1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
  2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
  3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- N. Image restoration and counseling expense** means reasonable fees and expenses the **organization** necessarily incur after a **covered event** occurs for:
1. The services of a public relations or similar professional image restoration **organization** to assist or advise the **organization** in order to minimize negative publicity and restore or otherwise positively communicate the image of the **organization's** operations.
  2. Legal counseling and professional psychological counseling or other necessary professional mental health treatment for **insured persons** as a result of a **covered event**. These **image restoration**



- and counseling expenses** are payable only if and when the accused is acquitted or is discharged from being accused of committing the **covered event**.
- 3, The recruitment of a replacement for an officer who has been relieved of their duties in the **organization's** operations as a result of the **covered event**.
- O. Incapacitated or incapacitation** means a person who is impaired by physical injury, physical illness, or physical disability. The cause of the physical injury, physical illness or physical disability must be accidental.
- P. Incident** means an accident or other event resulting in death or serious bodily injury to three or more persons. **Incident** shall also mean the accidental discharge of pollutants.
- Q. Injury** means:
1. Accidental loss of life caused by physical injury to the body;
  2. Accidental loss of limbs or multiple fingers; or
  3. Accidental total loss of sight, speech or hearing.
- The **injury** outlined in Paragraphs 1., 2., and 3. above must physically occur to the current director, officer or an equivalent position.
- R. Kidnap, kidnapped, or kidnapping** means the illegal taking and holding of a **covered person** by an individual who demands a **ransom**. The **ransom** must specifically be demanded from the **organization's** assets as a condition for the release of the **covered person**.
- S. Kidnap expense** means:
1. Fees and expenses of an independent negotiator the **organization** have hired with our prior approval;
  2. Incurred interest of loans taken for the purpose of paying **ransom**, provided that the loan is repaid within seven days of the insured receiving reimbursement from us;
  3. Travel and accommodation expenses incurred by any current director, officer or an equivalent position of the **organization**;
  4. Reward paid by the insured, with our prior approval, to an informant for information which leads to the arrest and conviction of parties responsible for a **kidnapping**, provided that the offer of such reward is approved by the local law enforcement officials; and
  5. Gross salary including bonuses and allowances paid by the **organization** to its **kidnapped** director, officer or an equivalent position which is contractually due at the time the **kidnapping** occurs. The salary will be paid for a period beginning on the date of the **kidnap** and will end upon the earlier of:
    - a. Up to 30 days after the release of the director, officer or an equivalent position, if the director, officer or an equivalent position has not yet returned to work;
    - b. The discovery of the death of the director, officer or an equivalent position;
    - c. 120 days after we receive the last credible evidence following the **kidnapping** that the director, officer or an equivalent position is still alive;
    - d. 12 months after the date of the **kidnapping**; or
    - e. The exhaustion of the kidnap expense limit.
- T. Natural catastrophe** means hurricane, tornado, earthquake or flood.
- U. Political unrest** means:
1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
  2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
  3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States government's ability to assist citizens of the United States, due to the closure or inaccessibility of

an embassy or consulate or because of a reduction of its staff for which either an alert or warning has been issued by the United States Department of State.

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- V. Ransom** means money or other consideration demanded or paid for the release of a **covered person**.
- W. Replacement expense** means:
1. Costs of advertising the employment position opening;
  2. Travel, lodging, and meals incurred in interviewing job applicants for the position opening; and
  3. Reasonable extra expenses incurred with our prior consent in finding, interviewing and negotiating with the job applicants including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.
- X. Travel delay expense** means the following travel-related expense for which the director, officer or an equivalent position of the **organization** produces a receipt:
1. Meals and lodging;
  2. Alternative transportation;
  3. Clothing and necessary toiletries; or
  4. Emergency prescription and non-prescription drug expenses.
- Y. Workplace violence** means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily injury or death of any person while on the insured's premises.
- Z. Unforeseeable Destruction** means damage resulting from a **Certified Act of Terrorism**, fire, crash or collapse which renders all of the Insured's primary office completely unusable.

For the purposes of this endorsement only, **COMMUNITY ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE** or **NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE** is amended to include the following section:

#### **COVERAGE EXTENSIONS**

##### **A. Additional Excess Side A**

We will provide the **insured persons** with an excess limit of insurance under **COMMUNITY ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE** or **NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE, SECTION I - Insuring Agreement A**. The limit provided under this coverage extension shall be excess of the Excess Side A Limit of Insurance (if purchased) and the Limit of Insurance as indicated on the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations or Community Association Directors and Officers Liability Coverage Part Declarations. The limit of insurance applies solely to **loss** resulting from any **claim** against an **insured person** to which Insuring Agreement **A** is applicable.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

##### **B. Business Travel Benefit**

1. We will pay the **organization** the business travel benefit if any current director, officer or an equivalent position while occupying, as a fare-paying passenger, a public conveyance provided and operated by a commercial transportation carrier for regular passenger service by land, water, or air suffers **injury** while traveling for purposes related to the business of the **organization** during the **policy year**.
2. We will not pay business travel benefit for **injury** caused directly or indirectly by any of the following:
  - a. An intentional injury by the director, officer or an equivalent position or decedent;
  - b. An act of suicide or attempted suicide by the director, officer or an equivalent position or decedent;
  - c. An act of war; or
  - d. A disease process the director, officer or an equivalent position or decedent was diagnosed with prior to the suffered **injury** for which coverage under this Coverage Extension is sought.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

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### C. Conference Cancellation

We will reimburse the **organization** for any **business-related conference expense** incurred and not reimbursed by any other source as the result of a cancellation of a conference or convention. The cancellation must be the direct result of an order made by a civil authority responding to a **natural catastrophe** or to a **communicable disease** outbreak during the **policy year**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

### D. Crisis Management Emergency Response Expenses

1. We will reimburse the **organization** for reasonable **crisis management emergency response expenses** incurred because of an **incident** giving rise to a **crisis** to which this insurance applies.
2. We will reimburse only those reasonable **crisis management emergency response expenses** which are incurred during the **policy year** and reported to us within six months of the date the **crisis** was initiated.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

### E. Death Benefit

We will reimburse the **organization** for the death of a current director, officer or an equivalent position resulting from a **certified act of terrorism** occurring during the **policy year**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

### F. Destroyed Records

We will reimburse the **organization** for any reasonable and necessary expenses required to reconstruct paper or electronic business records of the **organization** that are lost or destroyed resulting from a **natural catastrophe** or a **Certified Act of Terrorism** occurring during the **policy year**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage Limits. No deductible applies to this coverage extension.

### G. Donation Security

1. We will reimburse the **organization** for a **failed donation** incurred and not reimbursed by any other source.
2. For non-cash donations, the value of the **failed donation** will be determined based on the fair market value of the non-cash item at the time of the **failed donation**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

### H. Emergency Real Estate Consulting Fee

We will reimburse the **organization** any realtor's fee or real estate consultant's fee necessitated by the need of the **organization** to relocate due to the **unforeseeable destruction** of the principal address of the **organization** listed on the Pillar Common Policy Declarations page during the **policy year**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

### I. Emergency Travel Expense

We will reimburse the **organization** reasonable **emergency travel expense**, while traveling for purposes related to their business pursuits during the **policy year**, incurred by the current director, officer or an equivalent position and necessitated by a **certified act of terrorism** which:

1. Occurs during the **policy year**; or
2. Begins to occur during the **policy year**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension. Item #8.

#### J. Fundraising Event Cancellation Expense

We will reimburse the **organization** for fundraising event related expense incurred, and not reimbursed by any other source, due to the cancellation of a fundraising event. However:

1. The canceled fundraising event must not be rescheduled within the **policy year**; and
2. The fundraising event cancellation must be the direct result of an order made by a civil authority responding to a **natural catastrophe** or a **communicable disease** outbreak during the **policy year**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

#### K. Identity Theft Expense

We will reimburse any current director, officer or an equivalent position of the **organization** for **identity theft expenses** incurred as the direct result of any **identity theft** first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of this coverage extension or any similar coverage extension issued by us of which this coverage is a direct renewal.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

#### L. Image Restoration and Counseling Expense

We will pay the **organization** any **image restoration and counseling expense** resulting from a **covered event** that occurs during the **policy year**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

#### M. Immigration

We will reimburse the **organization** for any civil fines or penalties assessed against the **insured** for any non-willful violation of the United States Immigration and Nationality Act (INA) provided that such violation results from a notice of inspection, audit or investigation by a governmental agency commenced during the **policy year**. However, no coverage shall be granted to any **insured**:

1. against whom a final judgement has been made that such insured knowingly and willfully violated the INA or engaged in a pattern and practice of such violation as defined in INA; or
2. for any forfeiture of property or vehicles or any amount arising out of or related to any private right of action (Racketeer Influenced and Corrupt Organizations Act, injunctive or otherwise) under Title 8, USC, including any defense costs.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

#### N. Key Individual Replacement Expense

We will pay the reasonable **replacement expense** incurred, and not reimbursed by any other source, to replace the Chief Executive Officer or the Executive Director of the **organization** if the incumbent Chief Executive Officer or Executive Director of the **organization** is unable to continue due to death or permanent disability resulting from an injury that takes place during the policy year.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

#### O. Kidnap Expense

We will pay the reasonable **kidnap expense** incurred by the **organization** or their current director, officer or an equivalent position as a result of the **kidnap** of a **covered person** that takes place during the **policy year**.

This coverage does not apply to any **kidnapping** by or at the direction of any past or present family member of the **covered person**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

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#### **P. Political Unrest Evacuation Expense**

We will reimburse any current director, officer, employee or volunteer of the **organization** for **emergency evacuation expense** that is incurred as the direct result of **political unrest** outside of the United States of America, its territories and possessions, Puerto Rico or Canada. We will only pay **emergency evacuation expense** directly related to traveling for business pursuits and we will only pay **emergency evacuation expenses** not reimbursed by any other source. The **political unrest** must occur in the country where the current director, officer, employee or volunteer are traveling, and the **political unrest** must occur during the **policy year**.

No coverage is granted for travel to countries in a state of **political unrest** at the time of departure of the travel or countries under a United States Department of State trade or travel restriction at the time of incident of **political unrest**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

#### **Q. Temporary Meeting Space Expense**

We will reimburse the **organization** the meeting space rental expense incurred, and not reimbursed by any other source, due to the temporary unavailability of the primary meeting office space. The unavailability of the primary meeting space must be the result of direct loss to a climate control system or hot water heater during the **policy year**. However, Temporary Meeting Space Expense does not apply to the renting of a temporary meeting space solely for use by the **organization**, their employees, their officers or directors unless the temporary meeting space is also required for meeting with vendors, clients or customers outside the **organization**.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

#### **R. Travel Delay Expense**

We will reimburse the current director, officer or an equivalent position of the **organization** any **travel delay expense** incurred, and not reimbursed by any other source, as a result of delay or cancellation of any regularly scheduled travel on a commercial transportation carrier. The regularly scheduled travel must be directly related to the business pursuits of the **organization** and the cause of the cancellation must occur during the **policy year**. However, we will only pay for **travel delay expense** first incurred seventy-two (72) hours after the cancellation occurred.

We will not pay for travel delay expense due to a certified act of terrorism.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

#### **S. Unauthorized Business Card Use**

We will pay for the loss of money or charges and costs the **organization** incur that result directly from the unauthorized use of credit, debit or charge cards issued in the business name, including:

1. Fund transfer cards;
2. Charge plates; or
3. Telephone cards.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. A \$500 deductible applies to this coverage extension. We will not pay for a loss in any one occurrence until the amount of the loss exceeds the deductible. We will then pay the amount of the loss in excess of the deductible, up to the Limit of Insurance.

**T. Workplace Violence Counseling Expense**

We will reimburse the **organization** for emotional counseling expense incurred and not reimbursed by any other source resulting from a **workplace violence** incident at the premises of the **organization** during the **policy year**. The emotional counseling expenses incurred must have been for:

1. The employees of the **organization** who were victims of or witnesses to the **workplace violence**;
2. The spouse, **domestic partner**, parents or children of the employees of the **organization** who were victims of, or witnesses to the **workplace violence**; and
3. Any other person or persons who directly witnessed the **workplace violence** incident.

The most we will pay under this coverage extension in any one **policy year** is the Limit of Insurance indicated in the Capital Schedule of Coverage. No deductible applies to this coverage extension.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Item #8.

**EXTENSION OF CREDIT EXCLUSION**

This endorsement modifies insurance provided under the following:

- COMMUNITY ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE
- EDUCATORS LEGAL LIABILITY COVERAGE
- HEALTHCARE INSTITUTIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE
- NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE
- PRIVATELY HELD COMPANY DIRECTORS AND OFFICERS LIABILITY COVERAGE
- PUBLICLY TRADED COMPANY DIRECTORS AND OFFICERS LIABILITY COVERAGE

**SECTION III - EXCLUSIONS** is amended to add the following:

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any extension of credit or failure to extend credit.

All other provisions of the policy remain unchanged except as herein expressly modified.

**PUBLIC OFFICIAL ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE****1. SECTION II - DEFINITIONS** is amended as follows:

a. Definition **C. Directors and officers** is deleted in its entirety and replaced by the following:

**C. Directors and officers** means all natural persons who were, now are, or shall become an official, an officer, a duly elected or appointed member of the board of directors, trustees, regents, managers, governors, a **LLC manager** or an equivalent position of the **organization**.

b. Definition **O. Organization** is deleted in its entirety and replaced by the following:

**O. Organization** means the **named insured** and any **subsidiary**. **Organization** shall include authorities, boards, commissions, districts, or other governmental units, provided that the **organization** operates, controls, and funds the authority, board, commission, district, or other governmental unit. However, unless specifically endorsed, coverage shall not apply to any of the following boards, commissions, or units: schools, airports, transit authorities, hospitals, or housing authorities.

**2. SECTION III - EXCLUSIONS** is amended as follows:

a. Exclusion **B. Conduct** is deleted in its entirety and replaced by the following:

**B. Conduct**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any of the **insureds** or any person for whose actions the **insureds** are legally responsible:

1. Committing any deliberately fraudulent, dishonest, criminal or malicious act or omission;
2. Committing any willful violation of any statute, law, rule, regulation, agreement, or judicial or regulatory order; or
3. Gaining any profit, remuneration or advantage to which they were not legally entitled.

With respect to determining the applicability of this Exclusion, no conduct pertaining to any **insured person** shall be imputed to any other **insured person**; however, any conduct pertaining to any **executive** shall be imputed to the **organization** to determine if coverage is available.

b. Exclusion **G. Insured vs. Insured** is deleted in its entirety and replaced by the following:

**G. Insured vs. Insured**

We are not liable to pay, indemnify or defend any **claim** brought or maintained by, on behalf of or at the behest of any of the **insureds** in any capacity and regardless of collusion.

c. The following exclusions are added:

- (1) We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any actual or alleged debt financing, including but not limited to, bonds, notes, debentures and guarantees of debt.
- (2) We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of the determination of assessed values, the formulation of tax rates, the collection of taxes, or the formulation of tax refunds.
- (3) We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any failure or omission of the **insureds** to effect or maintain insurance of any kind, including adequate limits of insurance, suretyship or bonds.



- (4) We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of the providing of, or failure to provide, professional services to anyone other than the **named insured** by any member of the medical profession, or by any lawyer, architect, engineer or accountant.
- (5) We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any method or proceeding used to take control of private property for public use including condemnation, adverse possession, dedication by adverse use, or inverse condemnation.
- (6) We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any operational law enforcement functions and activities including the operation of adult and juvenile detention facilities.

3. **SECTION V - LIMIT OF INSURANCE AND DEDUCTIBLES, A.** is deleted in its entirety and replaced by the following:

- A. We will pay 100% of **loss** in excess of the applicable Deductible amount set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations up to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations, subject to the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations. However, the most we will pay for **claims** solely seeking non-monetary relief shall be \$ 1,000,000 in the aggregate. This sublimit shall be part of and not in addition to the Limit of Insurance set forth in the Nonprofit Organization Directors and Officers Liability Coverage Part Declarations and does not increase our maximum liability under this Coverage Part.