A STOCK COMPANY

Markel Insurance Company

Ten Parkway North
Deerfield, Illinois 60015
(800) 431-1270

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon
Secretary

President

WRIGHT™ Specialty

Phone: 1-877-976-2111
Fax: 1-516-222-5392

Wright Specialty Underwriting Team

Jonathan Hirt	**Vice President of Underwriting**	(516) 750-9368 jhirt@wrightinsurance.com
Leonard Marino	**Assistant Vice President of Underwriting**	(516) 750-9359 lmarino@wrightinsurance.com
Andrew Boumnaia	**Senior Underwriter**	(516) 750-3915 aboumnaia@wrightinsurance.com
Evan Pichichero	**Senior Underwriter**	(516) 750-3961 epichichero@wrightinsurance.com
Lindsay Trueb	**Senior Underwriter**	(860) 604-7541 ltrueb@wrightinsurance.com
Rona Taylor	**Underwriter**	(516) 944-2816 rtaylor@wrightinsurance.com
James Greier	**Underwriter**	(516) 750-9475 jgreier@wrightinsurance.com
Tanishia Childs	**Underwriting Assistant**	(516) 750-3916 tchilds@wrightinsurance.com
Taisha McLaren	**Underwriting Assistant**	(516) 750-9429 tmclaren@wrightinsurance.com
Vincent Federico	**Underwriting Assistant**	(516) 750-3944 vfederico@wrightinsurance.com
Koral Heiseler	**Underwriting Assistant**	(516) 944-2824 kheiseler@wrightinsurance.com
Hillary Smith	**Marketing Coordinator**	(516) 750-3923 hsmith@wrightinsurance.com

Wright Specialty Client Services Team

Debra Perlowin	**Client Services Team Leader**	(516) 750-9450 dperlowin@wrightinsurance.com
Cheryl Stone	**Client Services Representative**	(516) 944-2803 cstone@wrightinsurance.com
Lynda Cicciari	**Client Services Assistant**	(516) 750-3928 lcicciari@wrightinsurance.com

All endorsement requests should be sent to our dedicated email address - endorsements@wrightinsurance.com

Please be sure to forward all new business submissions to our dedicated email address **Submissions@wrightinsurance.com** to avoid any delay in assigning for your office.

1-877-976-2111 phone
1-516-222-5392 fax
claims@wrightinsurance.com

EMERGENCY HOTLINE USE FOR NON-BUSINESS HOURS
1-800-749-0948

Wright Specialty Claims Division

Ronald Falcone	**Senior Vice President, Claims**	(516) 750-9477 rfalcone@wrightinsurance.com
Kristine Freed	**Casualty Claims Team Leader**	(516) 750-9356 kkatt@wrightinsurance.com
Ed Zarnitz	**Casualty Claims Supervisor**	(516) 750-9438 ezarnitz@wrightinsurance.com
Jena Elliott	**Auto Claims Supervisor**	(516) 750-9362 jelliott@wrightinsurance.com
Lisa Weber, Esq.	**Managing Claims Counsel** **Professional Liability**	(516) 750-9478 lweber@wrightinsurance.com
Michael Coffey	**Property Claims Supervisor**	(516) 750-9454 mcoffey@wrightinsurance.com
Juan Moncayo	**Senior Claim Assistant**	(516) 750-9380 jmoncayo@wrightinsurance.com
Vonette Permaul	**Claims Assistant**	(516) 750-3964 vpermaul@wrightinsurance.com

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

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CLAIM REPORTING OVERVIEW

No one likes to suffer an insured loss, but when you do Wright Specialty Insurance wants to make the process as easy as possible. The most important consideration in reporting a claim is to notify Wright Specialty Insurance as soon as practically possible. Prompt and proper claim reporting enables Wright Specialty Insurance claim staff to effectively react to all claim referrals. Supporting documentation at the time of the claim submission allows for the timely processing of all such matters.

EMERGENCY CLAIM REPORTING

An Emergency 24 hour phone number is available should the need arise to report an emergency claim outside normal office hours, weekends or holidays. A bulletin explaining the service is included in the following section. For reporting claims during regular business hours, please submit by email to claims@wrightinsurance.com or by facsimile to 1 516 222-5392.

AUTOMOBILE LOSS REPORTING

Upon notification of an accident involving an insured owned vehicle, the following documentation should be provided:

- police report
- state mandated accident report(s)
- statement from insured vehicle operator repair estimates

All property damage claims involving damage to an insured vehicle only must be reported immediately. The claim submission should identify the make, license and VIN number of vehicle(s) involved. Any loss involving property damage to the insured vehicle only which will not exceed the policy deductible need not be reported. Claims involving damages to other properties must be reported.

Most automobile claims involving bodily injury or property damage require the completion of a state report. This document should be completed by the vehicle operator (as opposed to the transportation supervisor). The report - and only this report - should be sent to the Department of Motor Vehicles. The claim submission should then include the report, and the outline referenced above.

PROPERTY LOSS REPORTING

Property losses can be reported with the enclosed PROPERTY LOSS NOTICE form.

This form was created for the purposes of reporting those claims involving property losses. The claim submission should include the completed form, and all supporting documentation including repair estimates, and original and replacement invoices. All vandalism and theft claim submissions should also be accompanied by a policy report. Any property loss requiring a scene inspection should be reported immediately by telephone or via e-mail.

INLAND MARINE LOSSES

Wright Specialty Insurance insureds have an option to purchase Inland Marine coverage for certain types of personal property as an increased source of property protection. Your Schedule of Coverages identifies those properties covered by Inland Marine. These specifically scheduled riders (see your schedule of insurance) are written through Wright Specialty Insurance, and maintain a lower deductible than the overall property policy.

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

All endorsement requests should be sent to our dedicated email address - endorsements@wrightinsurance.com

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Each subscriber has been provided with an Inland Marine Loss form. This form was created for the purpose of reporting those losses where coverage exists under the Inland Marine policy. The submission of all supporting documents with the claim referral will assist in the processing of the loss.

PREMISES/GENERAL LIAIBITY LOSS REPORTING

Any incident involving serious bodily injury or property damages should be reported as soon as possible by telephone, facsimile transmission, or e-mail.

Any NOTICE OF CLAIM/NOTICE OF INTENT should be forwarded immediately. The submission of these documents should include the insured's knowledge of the incident that gives rise to the action alleged in the claim document, a copy of any internal incident report, and copies of any contractual and/or insuring agreements involving outside entities connected to the incident giving rise to this claim. The insured should identify the date and method of service of the document, and upon whom the service was effected. In those instances where the claim document was served by mail, the claim referral should include the envelope in which the insured received the document. Acknowledgements of all claim submissions are sent to the insured and/or the insured's agent.

Any SUMMONS and COMPLAINT should be forwarded immediately. Rarely is a SUMMONS the insured's first knowledge of a claim. In those instances where it is, the reporting procedures are identical to those involving receipt of a NOTICE OF CLAIM/NOTICE OF INTENT. The date, method of service, and the individual upon who the SUMMONS was served should be identified in the insured's referral of the document. Acknowledgements of all such claim submissions will be sent to the broker.

Communication channels should be established at each insured assuring that their personnel do not discuss any facet of any claim with anyone other than a representative of Wright Specialty Insurance, and the defense counsel and investigators who have been retained to protect their interests. We anticipate the insured's cooperation in the handling and defense of these actions.

EDUCATORS LEGAL/EMPLOYMENT PRACTICES LOSS REPORTING

Your Educators Legal Liability (ELL) policy provides coverage on a claims-made basis. It is important to timely report all claims, as well as potential claims. Please submit all NOTICES OF CLAIM/NOTICES OF INTENT and SUMMONS and COMPLAINTS. Further, please report any administrative complaints or filings (for example, EEOC, US Office of Civil Rights), and please notify Wright Specialty Insurance if you should receive any written or verbal threats of litigation. You do not need to report every internal harassment complaint, however, if there is attorney representation or threat of litigation, please notify us. For all claims reports please provide the name of the employee or student involved (initials are sufficient if there are confidentiality concerns) as well as a copy of the claim documents. We will contact you if we need more information.

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

All endorsement requests should be sent to our dedicated email address - endorsements@wrightinsurance.com

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NOTE TOLL-FREE CLAIM EMERGENCY NUMBER (See below)

To: All Insureds

From: Ronald Falcone, Senior Vice President, Claims

RE: Wright Specialty Insurance 24-Hour Emergency Hotline – New Toll-Free Number

Wright Specialty Insurance has a 24-hour emergency claims hotline available during non- business hours. This claim hotline further enhances the claims service that Wright Specialty Insurance provides to its insureds by creating a mechanism to respond to claim emergencies after business hours.

The Hotline provides subscribers with after hours, weekend, and holiday access to Wright Specialty Insurance claims professionals in the event of serious or catastrophic losses, which require immediate attention. At no time will a subscriber be unable to contact us when a claim emergency occurs.

The Hotline should be used to report serious fires, hurricane or windstorm losses or incidents involving multiple injuries or deaths which require immediate on the scene investigations (i.e. catastrophic bus accidents, bleacher collapses, civil unrest, etc.). Calling the service will result in a prompt return telephone call from a Wright Specialty Insurance claim professional who will evaluate the situation and assign the necessary experts to assist in the loss.

If you have an emergency during non-business hours, simply call "The Emergency Hotline" and report the loss. During normal business hours please call our office at 877-976-2111.

Obviously, we hope there isn't a great demand for this service. However, if there is a need, our staff will be ready to assist you in any possible way.

Please keep this number handy for quick after-hours access in the event of an emergency:

Emergency Hotline #: 1-800-749-0948

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

All endorsement requests should be sent to our dedicated email address - endorsements@wrightinsurance.com

Please be sure to forward all new business submissions to our dedicated email address **Submissions@wrightinsurance.com** to avoid any delay in assigning for your office.

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PROPERTY LOSSES

1. Report all losses as soon as possible
2. Use attached Property Loss Notice form for reporting purposes. Submit any documentation to support claim.
3. Protect and preserve the property from further loss.
4. Report vandalism and theft losses to Police Department.
5. Report all losses as soon as possible to:
   i. claims@wrightinsurance.com
   ii. Wright Specialty Insurance
   333 Earle Ovington Boulevard, Suite 505
   Uniondale, NY 11553-3624
   iii. If this is an urgent matter during regular business hours (8:30AM - 4:30PM EST),
   Please call (877) 976-2111.
   iv. If this is an urgent matter and you require immediate assistance during non-business hours, please call the emergency call center at (800) 749-0948.

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

All endorsement requests should be sent to our dedicated email address - endorsements@wrightinsurance.com

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AUTOMOBILE CLAIMS

Upon notification to the insured of an accident involving an insured-owned vehicle, the following procedures should be followed:

1. Obtain all pertinent information as soon as possible to include:

    a) Police Report
    b) State mandated Accident Report
    c) Statements from drivers and witnesses (if possible)
    d) Estimates of repair

2. Determine the degree of injuries to all involved (if any)

3. If accident is deemed to be severe in nature, i.e. involving multiple vehicles, or if there are serious or multiple injuries, please call immediately, 1-877-976-2111

4. Send via mail all above information to:

    Wright Specialty Insurance
    333 Earle Ovington Boulevard, Suite 505
    Uniondale, New York 11553-3624
    claims@wrightinsurance.com

5. Upon receipt of all pertinent information, Wright Specialty Insurance will contact the insured to discuss any additional procedures.

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

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PROPERTY LOSS NOTICE

INSURED:_____

DATE OF OCCURRENCE:_____TIME:_____

DATE REPORTED:_____REPORTED BY: _____

CONTACT PERSON:_____PHONE #: _____

LOCATION OF LOSS: _____

KIND OF LOSS (Fire, Wind, Explosion, Etc.):_____

DESCRIPTION OF LOSS AND DAMAGE (Use reverse side if necessary):

_____

_____

_____

POLICE AND / OR FIRE DEPARTMENT RESPONDING:_____

PROBABLE AMOUNT OF ENTIRE LOSS:_____

REMARKS:_____

_____

_____

_____

_____

_____

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

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INLAND MARINE NOTICE OF LOSS

Date:_____

Policy #:_____Date of loss:_____

Insured:_____

Time of Loss:_____Reported to Police: Yes ( ) No ( )

Police Station:_____Police Complaint #:_____

Location:_____

Description of occurrence:_____

_____

_____

_____

# of Articles	Description of Article Date Purchased	Purchase Price	Replacement Cost

Note: Submission should include copy of replacement invoice and or original purchase invoice.

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

All endorsement requests should be sent to our dedicated email address - endorsements@wrightinsurance.com

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AUTO LOSS NOTICE

INSURED_____
CONTACT PERSON_____PHONE _____
DATE OF ACCIDENT_____TIME _____
LOCATION OF ACCIDENT _____

DESCRIPTION OF ACCIDENT _____
_____
_____
_____

INSURED DRIVER NAME _____

YEAR, MAKE, MODEL OF INSURED VEHICLE _____
VEHICLE ID NUMBER_____PLATE NUMBER _____
DESCRIBE DAMAGE TO INSURED VEHICLE _____

POLICE DEPARTMENT RESPONDING _____

OTHER VEHICLE

OWNER'S NAME _____
ADDRESS _____
DRIVER'S NAME _____

YEAR, MAKE, MODEL, PLATE NUMBER
DESCRIBE DAMAGE TO OTHER VEHICLE _____
INSURANCE INFORMATION _____

MISCELLANEOUS

IDENTIFY INJURED PARTIES _____
_____
_____

IDENTIFY WITNESSES:
NAME_____PHONE _____
ADDRESS _____

ATTACH A COPY OF POLICE REPORT AND DRIVER'S STATEMENT IF AVAILABLE.

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

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LEGAL DOCUMENT TRANSMITTAL

DOCUMENT TYPE: _____

1. ***WHEN***

- Date received at subscriber _____ Time _____
- Who received/signed for document _____
- Title _____

2. **HOW** *(Check appropriate box)*

- Regular Mail ☐
- Registered Mail ☐
- Certified Mail ☐
- Personal Delivery by adult ☐
- Other (Explain)

_____

_____

3. ***ORIGINAL ENVELOPE ATTACHED:*** ☐ *YES* ☐ *NO*

4. **QUESTIONNAIRE COMPLETED BY:**

- Name:_____
- Title:_____
- Date:_____

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

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Dear New Wright Specialty Insurance Client:

Thank you for choosing Wright Specialty Insurance as your institution's property and casualty insurer. We appreciate your trust in our company.

In addition to standard claims management and client services, our policyholders have access to risk management services that specialize in educational risk. We would like to offer that service to you.

Wright Specialty Insurance recognizes that promoting accident prevention is everyone's goal. Fewer accidents result in fewer claims and lawsuits, better loss experience and less reputation risk.

Enclosed is a list of the valuable services you can draw upon to address the risks and exposures faced by educational institutions. They are included with your premium. Our considerable experience addressing and mitigating loss in the educational community affords us the opportunity to assist you in creating a safe and secure environment for your students, staff, visitors and others.

Should you have any questions or concerns with an on-going or potential issue please contact us.

Once again, thank you for joining Wright Specialty Insurance.

Regards,

Andrew L. Graham, ARM
Managing Director
Risk Management Services
Direct Line: 516 750-3953
agraham@wrightinsurance.com

Stephen J. Cerro, MS, CPSI, ARM
Risk Control Coordinator
Risk Management Services
Direct Line: 920 979-9760
scerro@wrightinsurance.com

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

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Wright Specialty Insurance

Risk Management Primary Contacts

Andrew Graham, ARM	**Managing Director** **Risk Management Services**	(516) 750-3953 agraham@wrightinsurance.com
Stephen Cerro, MS, CPSI, ARM	**Risk Control Coordinator** **Midwest**	(920) 979-9760 scerro@wrightinsurance.com
Elaine Horne, CRM, ARM, CSRM	**Senior Risk Control Specialist** **Southeast Region**	(678) 822-2094 ehorne@wrightinsurance.com
Jonathan Stephens, ARM, AIC, AIS	**Senior Risk Control Specialist** **Western Region**	(503) 833-1612 jstephens@wrightinsurance.com
David Romance	**Risk Control Specialist** **Northeast, Mid-Atlantic Region**	(724) 840-5258 dromance@wrightinsurance.com
Amy Kielb	**Risk Control Technical Assistant**	(516) 750-9457 akielb@wrightinsurance.com

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Risk Management Services for Educational Institutions

Wright Specialty Insurance (WSI) provides specialized services focused on educational risk. Our goal is to help our insureds create a safe learning environment for students, staff, and visitors by offering risk management services specific to their needs. Our highly trained professional staff has the experience in the education sector to implement proven strategies that reduce risk for a segment which has seen powerful changes over recent years.

Consulting Services

Access to Education Risk Management Professionals

Educational administrators often have questions about the exposures related to activities, operations and programs. Our risk management specialists are available to research questions and provide information to help you evaluate and manage risk within your institution.

Managing Risk Transfers

A risk transferred is a risk controlled. Successfully transferring the responsibility to pay for a potential loss, benefits insureds in terms of cost reduction, clarity of potential risks to the institution and efficient use of management's time. Our risk management staff can review your standard construction, transportation and facility use insurance requirements and provide suggestions to improve the risk transfer.

Employment Liability Policy Review

Employment practices liability (EPL) continues to be a leading liability loss exposure for educational institutions. Besides regulatory complaints and litigation, EPL claims can negatively affect a school's reputation. As a service to our insureds, we can review your institution's anti-harassment and discrimination policies. Clients can also utilize our EPL Hotline via the WSI website to access legal experts for their opinions on specific questions.

Loss Analysis

An analysis of an insured's loss history can identify loss trends and uncover hidden loss causes - information that can be used to develop risk control and safety programs. Additionally, our loss analysis can help our insureds fully understand and appreciate true loss costs.

On-Premises Risk Control Assessments

Facility and Operations Assessment

WSI insureds can receive an evaluation of their buildings and facilities, with an emphasis on areas that produce losses: classrooms, sidewalks, athletic and recreational facilities, playgrounds and storage areas. We also interview administrators to assess security, employment liability, and safety management policies and practices. An exit interview is conducted, and *practical* recommendations are submitted to mitigate identified risks.

Specific Assessments

Security

Every institution is concerned about security. Our assessment starts with an interview of administrators and security officers, and a review of security-related incidents to identify trends and vulnerabilities. Our risk control specialists will then evaluate building and site security, use of security staff and entry points to optimize risk awareness and provide recommendations to mitigate the risk.

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Playgrounds
Playgrounds need careful inspection, ongoing maintenance, and trained supervision. Let our specialists work with your staff to provide improvement suggestions. As playgrounds continue to evolve, so does the risk.

Athletic and Recreational Facilities
Ball fields, gymnasiums, fitness centers, weight rooms, bleaches, basketball and tennis courts, whether in use by physical education classes or competitive sports are critical exposure areas for schools and colleges. WSI risk control specialists will evaluate these facilities to identify problem areas. Recommendations to improve student and visitor safety will be generated.

Premises Liability
Slips and falls are a major source of claims and litigation against educational institutions. Our risk control specialists will evaluate sidewalks, walkways, stairs and parking lots to identify conditions prone to generate loss.

Training
WSI risk management specialists are available to conduct on-site training and webinars on a myriad of topics, including:

• Facility Safety Inspection	• School Bus Safety
• Site Security	• Safer Trips Through Planning and Policies
• Risk Transfer	• Playground Supervision for Monitors
• Safety Committee Management	• Cafeteria Management for Monitors
• Athletic Liability Prevention	• How to Inspect a Playground
• Harassment/Abuse – Prevention Techniques	• Threat Assessment for Administrators and Staff

E-Training Center
WSI offers over 115 on-line training courses through its e-Learning Center located on the WSI website. Contact your broker/agent or Wright Specialty Risk Management Technical Assistant for further information on the topics available and how to sign on.

Title IX Resource Center
The Title IX Resource Center on the Wright Specialty website is an additional resource. The Resource Center contains informative documents, links and articles. Topics include:

- Federal Regulations and Guidance
- Claim Recognition
- Reporting and Complaint Handling
- Policy Requirements

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

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Wright Specialty Employment Liability Hotline for Our Educational Clients

(866) 758-6874

The Hotline is available Monday – Friday from 8:30 am to 6:00 pm Eastern time

What is it?

To assist Insureds who purchase Educators' Legal Liability insurance (which contains Employment Liability coverage), Wright Specialty has developed a cost-free Employment Liability Hotline. We partnered with a prominent national employment liability law firm, Jackson Lewis, PC to provide answers to every day employment-related issues.

What can I use this service for?

The Hotline is for general legal overview. It is not intended to provide a determinative answer as to whether a specific adverse personnel action should be taken. Before a decision is made as to whether to discharge an employee, deny reinstatement after a leave of absence, take any action after receiving a complaint of harassment, or taking any other employment action, you should consult with experienced employment counsel and examine all aspects of that particular situation.

The Risk Management Hotline is a very useful tool to obtain information about federal laws and how they might apply to different employment-related situations. It can also be used as a way of inquiring about appropriate steps to take when investigating complaints or reports of harassment, discrimination or retaliation.

The Hotline is a good tool to conduct an analysis of the factors to consider when evaluating possible claims relating to denials of promotion, salary increases or requests for training.

How do I use it?

To verify that callers are insured by Wright Specialty, a caller must provide his or her name, the name of the policyholder and the policy number, as well as the caller's e-mail address, mailing address and telephone number. After obtaining this information, a representative of Jackson Lewis, who will be providing this Hotline, will ask the caller succinctly to state the question and to provide a brief description of the facts which relate to the question. Callers can leave a voice mail message and will receive a response within one business day of the call.

Wright Specialty developed this program in conjunction with Jackson Lewis LLP, a national law firm with 61 offices and over 950 attorneys across the United States. For over 55 years, Jackson Lewis has assisted employers to develop preventive programs and to defend workplace law claims. Jackson Lewis represents employers in all aspects of workplace law, including employment litigation, disability and leave management, reductions in force, affirmative action, benefits, immigration, wage-hour, trade secrets and restrictive covenants, drug testing and labor relations. The firm maintains a website providing comprehensive information about these and other workplace law topics.

Can I report claims and lawsuits?

No. The Hotline is a resource for general overview about human resources and employment issues. Please do not use the Hotline to ask questions about coverage or matters beyond the hotline, such as "Can I fire Sally" or "If I fire Jim, does my policy cover an age discrimination claim?" It is not to be used to report the filing of administrative charges, arbitration demand letters, and service of lawsuits or other notices of claim. Providing such information to Hotline attorneys does not obligate them to provide notice on your behalf to Wright

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Specialty. It is your responsibility to notify Wright Specialty in accordance with the terms of the employment practices liability insurance policy. If you have any questions about how to report a claim, you should contact your insurance broker or representative.

Paul J. Siegel, Esq., a partner with Jackson Lewis since 1985, will oversee management of the hotline. You should contact Mr. Siegel if you have any questions about the hotline or any problems with regard to any concern about how a question you presented has been addressed. You can reach Mr. Siegel at 631-247-4605 or at siegelp@jacksonlewis.com. If Mr. Siegel is unavailable, please contact Kathryn Barry, Esq. at 631-247-4612 or Kathryn.barry@jacksonlewis.com. If you have technical problems accessing the Hotline, contact your insurance representative or Andrew Graham at Wright Specialty – agraham@wrightinsurance.com.

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

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Risk Management & Safety Department
Fleet Safety Policy Example

A. Driver Registration

All drivers must meet minimum qualifications as outlined below:

- Be authorized by the transportation department.
- Complete the registration process prior to driving on business. Individual department are responsible to ensure that employees, students, and volunteers who are required to drive on school business, complete the registration process before authorizing them to drive.

RM&S maintains the database of registered drivers. Periodically and/or upon request, RM&S will provide a list of all currently registered drivers for an individual department.

B. Minimum Age and Experience Requirements

The following minimum age and experience requirements apply to all individuals (employees, students, and volunteers) authorized to drive any vehicle on school business:

- Drivers of high occupancy vehicles must be at least 21 years of age ***and*** have been licensed for a minimum of three years prior to driving on school business.
- Drivers who require a Commercial Driver's License (CDL) (Class A, B, or C per statute) to perform their job duties for the school must be at least 21 years of age ***and*** have been licensed for a minimum of three years prior to driving in a CDL capacity on school business. CDL drivers must comply with applicable requirements for medical certification and drug testing.
  - Driver Licensing Requirements
- School employees (faculty, classified staff, appointed personnel) who drive on the job must have a valid Driver's License, of the classification appropriate to the type of vehicle being driven.
- Foreign Drivers Licenses and International Drivers Licenses are not acceptable for driving on school business. Individuals with non-U.S. driver's licenses must obtain a valid US Driver's License prior to driving on school business.

C. Motor Vehicle Record Review

The school is required to review the Motor Vehicle Record (MVR) of all authorized drivers to evaluate their licensing status and citation history. Based on the MVR review, each driver's status is classified as acceptable, conditional, or unacceptable. This section describes the MVR review process and the point system used for assigning driver status.

- A standard MVR review includes the most recent 36 month period from the date of the request. If the full 36 month record is not reasonably available for review, the available record will be evaluated by Risk Management on a case-by-case basis. Citations that are more than 36 months in the past are not included in the review.
- MVR review is initially conducted for new hires as part of the school's background screening process.
- Standard MVR review is scheduled at least annually for all registered drivers. MVR review is also performed after any vehicle accident involving a school driver, on an increased frequency for conditional drivers, and on request from a supervisor if there is a reasonable basis for the request.

- All MVR reviews required for hiring decisions are conducted by Human Resources. Human Resources reviews the MVR and advises the hiring authority of the applicant's status as acceptable, conditional, or unacceptable, so this information can be incorporated into the hiring decision.
- In the event of an adverse finding only (conditional or unacceptable), RM&S forwards this information to the driver's supervisor and Department Head with any specific driving limitations and instructions that arise from the driver's MVR review.
- If MVR review outside the hiring process (students, volunteers, current employees) requires an out-of-state record for any portion of the 36 month driving record, the record must be obtained through Human Resources.
- MVR review information is considered a personnel record, and is therefore not subject to public records inspection or release unless required by subpoena, court order, or law. Each driver's Motor Vehicle Record (MVR) is evaluated using the point system outlined below:
  - For purposes of this Fleet Safety Policy, a Moving **Violation** is any citation issued for which the Motor Vehicle Division assigns points to the driver's record, except those listed below as Serious Violations. Examples include speeding, traffic control violations, failure to yield, etc.
  - Example of a **Serious Violation** includes any ***conviction*** for Driving Under the Influence (DUl), Reckless Driving. Racing on Highways, Aggressive Driving, Leaving the Scene of an accident, etc.

D. WSI MVR Driver Guidelines

		Number of At-Fault Accidents			
		0	**1**	**2**	**3**
Number of minor violations	**0**	Clear	Acceptable	Borderline	Unacceptable
	1	Acceptable	Borderline	Unacceptable	Unacceptable
	2	Borderline	Unacceptable	Unacceptable	Unacceptable
	3 or more	Unacceptable	Unacceptable	Unacceptable	Unacceptable
	Any major violations	Unacceptable	Unacceptable	Unacceptable	Unacceptable

Major Violations (within last five years of violation date) include:

- A violation in connection with a fatal accident.
- Any felony involving the use of an automobile.
- Driving under a suspended, revoked, or expired license
- Driving under the influence of drugs or alcohol and/or the refusal to take a blood/breath test.
- Fleeing or attempting to elude the police; failure to stop and report an accident in which the driver was involved.
- Negligent vehicular homicide.
- Operating a motor vehicle without the owner's permission.
- Permitting an unlicensed person to drive.
- Reckless, negligent, careless driving or racing.
- Speeding in excess of 20 mph over the speed limit.

The following are not considered as a violation:

- Defective equipment (lights, brakes, etc.)
- Oversize or over weight
- Seatbelt violations

Borderline Drivers

Borderline drivers include "borderline" situations as noted in the above chart and the following:

- Past suspensions with reinstatements shown on the MVR.
- Drivers 18-21 with one or more violations/accidents within the last three years.

***Compliance with the guidelines above is a condition of the Commercial Automobile Policy if bound.**
Sign below to acknowledge receipt and indicate the status of compliance.

MVR guidelines are currently in place that are in compliance with WSI MVR Guidelines ☐

MVR guidelines do **NOT** currently meet WSI standards, but will be if coverage is bound ☐

_____ _____
Signature Date

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

All endorsement requests should be sent to our dedicated email address - endorsements@wrightinsurance.com

Please be sure to forward all new business submissions to our dedicated email address **Submissions@wrightinsurance.com** to avoid any delay in assigning for your office.

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E. Requirements for Borderline or Unacceptable MVR Status

The following management actions are required for current school drivers who have a ***Borderline*** motor vehicle record:

- Upon determining that a school driver has a conditional MVR, RM&S will provide written notification to the driver's supervisor and the Department Head, with instructions and the expected duration of borderline status, assuming no additional moving violations are received. The driver's supervisor must obtain written authorization from their Department Head to allow the driver to continue driving on school business while their MVR is in conditional status. Borderline MVR drivers must complete defensive driving instruction as instructed by RM&S. While in conditional status, the MVR will be reviewed every 90 days to monitor if additional moving violations have occurred.
- Failure to maintain an acceptable or borderline driving record may result in the driver's department taking action up to and including suspension or revocation of school driving privileges and/or termination of employment.

The following management actions are required for current school drivers who have an ***Unacceptable*** motor vehicle record:

- Upon determining that a driver has an unacceptable MVR, RM&S will provide written notification to the driver's supervisor and Department Head with instructions and the expected duration of unacceptable MVR status, assuming no additional moving violations are received.
- The driver must be advised in writing by either the supervisor or Department Head that the driver is prohibited from driving any vehicle on school business until the driver receives written notification from their supervisor that their driving status has returned to either conditional or acceptable status. Drivers who transition from unacceptable to conditional status require written authorization to drive.
- A current MVR review must be conducted by RM&S prior to re-instatement of driving privileges.
- Failure to maintain an acceptable or conditional driving record may result in the driver's department taking action up to and including suspension or revocation of driving privileges and/or termination of employment.

The following management actions are required for ***job applicants*** who have either ***Borderline*** or ***Unacceptable*** MVRs:

- Human Resources will evaluate the MVR of job applicants as part of regular pre-hire background screening and will advise hiring departments and RM&S of a job applicant's MVR status.
- The hiring department is responsible for evaluating the essential functions of the job and determining whether to proceed with the hiring of the applicant.
- If an applicant is hired with a borderline MVR, then the requirements outlined above are immediately applicable upon hiring.
- No applicant may drive on school business with an unacceptable driving record.

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

All endorsement requests should be sent to our dedicated email address - endorsements@wrightinsurance.com

Please be sure to forward all new business submissions to our dedicated email address **Submissions@wrightinsurance.com** to avoid any delay in assigning for your office.

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F. Driver Training Requirements

- All persons with driving as an assigned duty (including HOV ***drivers)*** must attend an approved course in defensive driving prior to being authorized to drive on school business.
  - Defensive driving instruction may be obtained through attendance at a classroom-based program, or completion of an online program.
  - Documented completion of defensive driving instruction from other employers or agencies outside of the school can be accepted for this requirement if approved by RM&S.
  - Completion of an approved training program for dismissal of a traffic citation may meet this training requirement if approved by RM&S.

- Drivers of High Occupancy Vehicles (HOVs) must complete defense driving instruction as described above and complete an additional training module that addresses safe operation of HOVs.
  - *HOV drivers are also required to demonstrate behind-the-wheel proficiency prior to being authorized to drive on school business.* The behind-the-wheel proficiency demonstration requires the driver to successfully demonstrate HOV operation in a safe and competent manner, under the observation of an authorized HOV evaluator from either RM&S or the driver's home department.
  - HOV evaluators from individual departments can be authorized to conduct the behind-the-wheel review, using a standard list of skills provided by RM&S.
  - Upon completion of the classroom and behind-the-wheel sections, drivers are issued an authorization card documenting completion of HOV training.
  - Refresher training in defensive driving and HOV operation must be completed at least every four years, or more often if the driver's accident history and/or MVR status warrant more frequent training attendance.
  - Drivers with a Class A. B, or C Commercial Driver's License (CDL) may require additional training specific to their CDL activity, for example, CDL drivers who require a hazardous materials endorsement require additional hazmat training.

NOTE: Please submit to claims@wrightinsurance.com or fax (516) 222-5392

All endorsement requests should be sent to our dedicated email address - endorsements@wrightinsurance.com

Please be sure to forward all new business submissions to our dedicated email address **Submissions@wrightinsurance.com** to avoid any delay in assigning for your office.

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MARKEL®

Policy Number: 3602WSI060084-0

NAMED INSURED AND MAILING ADDRESS	INSURER	PRODUCER
Alabama Aerospace and Aviation High School 4343 73rd Street N. Birmingham, AL 35206	MARKEL INSURANCE COMPANY 4600 Cox Road Glen Allen, VA 23060-9817	EPIC - Edgewood Partners Insurance Center 2405 Satellite Blvd., Suite 200 Duluth, GA 30096

ISSUED BY

Wright Specialty Insurance Agency LLC

EDUCATORS LEGAL LIABILITY POLICY

POLICY DECLARATIONS

POLICY PERIOD: FROM 10/29/2020 to 10/29/2021 12:01 A.M.

AT THE INSURED'S MAILING ADDRESS

THIS IS A CLAIMS-MADE AND REPORTED POLICY. THE POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE, BUT NO LATER THAN 60 DAYS AFTER THE DATE OF EXPIRATION OF THE POLICY PERIOD, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE.

Item I. LIMIT OF LIABILITY	**(a)** **(b)**	**$1,000,000 EACH CLAIM** **$1,000,000 AGGREGATE**
Item II. DEDUCTIBLE **For Damages under Insuring Agreement A.1.a.(1)** **For Damages under Insuring Agreement A.1.a.(2). and A.1.b and A.1.c**	**(a)** **(b)**	**$0** **$10,000 EACH CLAIM**
Item III. NON MONETARY DEFENSE EXPENSE LIMIT	**(a)** **(b)**	**$100,000 EACH CLAIM** **$100,000 AGGREGATE**
Item IV. NON MONETARY DEFENSE EXPENSE DEDUCTIBLE		**$10,000 EACH CLAIM**
Item V. CRISIS MANAGEMENT FUND		**$0 AGGREGATE**
Item VI. FLSA DEFENSE SUBLIMIT OF LIABILITY	**(a)**	**$100,000 AGGREGATE**
FLSA DEFENSE DEDUCTIBLE	**(b)**	**$10,000 EACH CLAIM**
Item VII. RETROACTIVE DATE		**10/29/2020**
Item VIII. PREMIUM DEVELOPMENT **Annual premium:** **Surcharges And Taxes (per attached Schedule, if any):** **Total Premium, Surcharges and Taxes:**		 **$5,406** **$0** **$5,406**
Item IX. NOTICE OF CLAIM OR WRONGFUL ACT TO INSURER: Wright Specialty Insurance Agency, LLC. 900 Stewart Avenue, Suite 600 Garden City, NY 11530		

MARKEL®

Policy Number: 3602WSI060084-0

NAMED INSURED AND MAILING ADDRESS	INSURER	PRODUCER
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ISSUED BY

Wright Specialty Insurance Agency LLC

EDUCATORS LEGAL LIABILITY POLICY

POLICY DECLARATIONS

POLICY PERIOD: FROM 10/29/2020 to 10/29/2021 12:01 A.M.

AT THE INSURED'S MAILING ADDRESS

ENDORSEMENTS

ENDORSEMENT NUMBER	EDITION DATE	DESCRIPTION
MDPL 1000	10 16	Educators Legal Liability Policy Declarations
MIL 1214	09 17	Trade Or Economic Sanctions
MJIL 1000	06 10	Markel Insurance Company Policy Jacket
MPIL 1007	01 20	Privacy Notice
MPIL 1083	04 15	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MPL 0001	10 16	Educators Legal Liability Coverage Form
MPL 1206	10 16	Amendment Of Notice Requirement For Public School Districts
MPL 1215	10 16	Cap On Losses From Certified Acts Of Terrorism
MPL 1263	02 19	Amended Condition - Notice of Wrongful Acts
MPL 1303	10 16	Exclusion - Crisis Management Coverage
MPL 1325	02 19	Exclusion - Firearms or Conducted Energy
MPL-TERR-1	01 15	Confirmation Of Certified Acts Of Terrorism Coverage – Terrorism Risk Insurance Act

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
10/29/2020	Kevin C. Beer

MARKEL INSURANCE COMPANY

EDUCATORS LEGAL LIABILITY COVERAGE FORM

THIS IS A CLAIMS-MADE AND REPORTED POLICY. THE POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE, BUT NO LATER THAN 60 DAYS AFTER THE DATE OF EXPIRATION OF THE POLICY PERIOD, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE.

VARIOUS PROVISIONS IN THIS COVERAGE FORM MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company or "insurer" providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

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

This policy is issued in reliance upon the statements made in the "application", which is incorporated into the Policy and forms a part hereof:

SECTION I – EDUCATORS LEGAL LIABILITY

A. Insuring Agreements

1. The following sets forth our obligations under the various coverages afforded by this Policy:

a. Insured Educators Liability

(1) Insured Educators

We will pay on behalf of the "insured educators" all "damages" for which the "insured educators" are not indemnified by the "educational organization" and which the "insured educators" become legally obligated to pay by reason of a "claim" first made against the "insured educators" and reported to us during the "policy period" or, if elected, the Extended Reporting Period, for any "wrongful act" taking place prior to the end of the "policy period".

(2) Educational Organization Indemnification

We will pay on behalf of the "educational organization" all "damages" for which the "educational organization" has indemnified the "insured educators" and which the "insured educators" become legally obligated to pay by reason of a "claim" first made against the "insured educators" and reported to us during the "policy period" or, if elected, the Extended Reporting Period, for any "wrongful act" taking place prior to the end of the "policy period" and as otherwise covered under this Policy.

b. Educational Organization Liability

We will pay on behalf of the "educational organization" all "damages" for which the "educational organization" becomes legally obligated to pay by reason of a "claim" first made against the "educational organization" and reported to us during the "policy period" or, if elected, the Extended Reporting Period, for any "wrongful act" taking place prior to the end of the "policy period".

c. Employment Practices Liability

We will pay on behalf of the insured all “damages” for which the insured becomes legally obligated to pay by reason of a “claim” first made against them and reported to us during the “policy period” or, if elected, the Extended Reporting Period, for any “employment practices wrongful act” taking place prior to the end of the “policy period”.

d. Crisis Management Coverage

We will pay on behalf of the “educational organization” the “crisis management expense” first incurred during the “policy period” for which the “educational organization” becomes legally obligated to pay by reason of a “crisis event”:

(1**)** First occurring during the “policy period”; or

(2) Reasonably anticipated to first occur within 90 days of the inception date of the Policy.

However, our obligation to pay “crisis management expense” is limited to the Crisis Management Fund Aggregate shown in the Declarations regardless of the number of actual or anticipated “crisis events”. All expenses incurred as the result of the same actual or reasonably anticipated “crisis event” will be considered first incurred at the time the first of those expenses is incurred.

2. With respect to Paragraphs **A.1.a.** through **A.1.c.** above, we will have the right and duty to defend the insured against any “claim” seeking those “damages”. However, we will have no duty to defend the insured against any “claim” seeking “damages” for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle, with your consent, any “claim” that may result. But:

a. The amount we will pay for “damages” is limited as described in Section **III** – Limit Of Liability And Deductible; and

b. Our right and duty to defend ends when we have used up the applicable limit of liability in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments (Paragraph **C**. of Section **I**).

3. This insurance applies to "wrongful acts” only if:

a. The "wrongful act” takes place in the "coverage territory";

b. The "wrongful act" did not take place, in whole or in part, before the Retroactive Date, if any, shown in the Declarations or after the end of the “policy period”; and

c. A “claim” for “damages” because of the "wrongful act" is first made against any insured in accordance with Paragraph **4.** below, during the “policy period” or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

4. A “claim” by a person or organization seeking “damages” will be deemed to have been made at the earlier of the following times:

a. When notice of such “claim” is received and recorded by any insured or by us, whichever comes first; or

b. When we make settlement in accordance with Paragraphs **A.2.** above.

All “claims” for “damages” because of a "wrongful act" or “related wrongful acts” committed against the same person, including “damages” claimed by any person for care, loss of services, or death resulting at any time from the “wrongful act" or “related wrongful acts”, will be deemed to have been made at the time the first of such “claims” is made, regardless of the number of “claims” subsequently made against any insured.

All “claims” because of a "wrongful act" or “related wrongful acts” causing “damages” to the same person or organization will be deemed to have been made at the time the first of such “claims” is made, regardless of the number of “claims” subsequently made against any insured.

B. Exclusions

With respect to this section of the Policy, no fact pertaining to the conduct of any “insured educator” shall be imputed to any other “insured educator” and only facts pertaining to, or conduct of, any past, present, or future directors, trustees, officers, regents, governors, or members of the Board of Trustees of the “educational organization” shall be imputed to the “educational organization” or any “subsidiary” to determine if coverage is available.

This insurance does not apply to any “claim” or “wrongful act”, regardless of the cause of action or legal theory alleged, that is based upon, attributable to, related to, or arising out of:

1. Adverse Event

Any event that:

a. Is caused by an intentional or criminal act, or a series of related intentional or criminal acts;

b. Involves the use of a physical object, instrument, device, tool or weapon for the purpose of injuring any person; and

c. Results in a person, other than the perpetrator, sustaining “bodily injury” or being held captive by someone who threatens to inflict “bodily injury”.

2. Asbestos, Silica, Lead, Radon Or Methane

a. The actual, alleged or threatened discharge, dispersal, release or escape of asbestos, asbestos-containing materials, or asbestos-containing products, lead, lead paint, silica, radon or methane, including the costs of removal or correction; or

b. Any direction or request to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize asbestos, asbestos-containing materials, asbestos-containing products, lead, lead paint, silica, radon or methane.

3. Bodily Injury

“Bodily injury” sustained by a person. This exclusion does not apply to mental anguish or other emotional distress resulting from an “employment practices wrongful act”.

4. Civil Disturbance

Strikes, riots, or civil commotions.

5. Contractual Liability

a. Any construction, architectural or engineering contracts or agreements;

b. Any collective bargaining agreement or any negotiated labor agreement; or

c. The actual or alleged liability assumed by an insured under any express, implied, actual or constructive contract, agreement, warranty, guarantee, or promise, unless such liability would have attached to the insured even in the absence of such contract, agreement, warranty, guarantee, or promise; however, this exclusion **5.c.** shall not apply to a “claim” alleging an “employment practices wrongful act” or breach of an employment contract.

6. Fiduciary

Any breach of a fiduciary or similar duty, responsibility, or obligation in connection with workers’ compensation, disability benefits, unemployment compensation, employee benefit, retirement plan, or pension plan, including any pension, retirement, savings, or profit sharing plan subject to ERISA or similar state statute, or any violation of or failure to comply with ERISA or any similar state statute.

7. Failure To Maintain Insurance

The failure to effect or maintain any insurance or bond, including any insurance provided by self-insurance arrangements, self-insurance trusts, pools, captive insurance companies, risk retention groups, risk purchasing groups, reciprocal exchanges, or any other plan or agreement of assumption or risk transfer.

8. Failure To Pay Bonds

The failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture.

9. Fraudulent, Dishonest, Malicious, Criminal Or Intentional Wrongful Acts Or Omissions

Any fraudulent, dishonest, malicious, criminal, or intentional “wrongful act” or omission by an insured, including any insured gaining any profit, advantage or remuneration to which they were not legally entitled; except that coverage shall be applicable with respect to any insured who did not participate in, acquiesce to, or remain passive after having personal knowledge of such conduct. However, this exclusion shall not apply unless it is finally adjudicated that such conduct occurred.

10. Infringement Of Copyright, Patent, Trademark Or Trade Secret

Any misappropriation of any trade secret or infringement of patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan, copyright, service name, or other intellectual property rights.

11. Insured Versus Insured

Any "claim" brought by or on behalf or behest of any insured against any other insured. However, with respect to a "claim" for an "employment practices wrongful act", this exclusion only applies to cross-claims or countersuits.

12. Law Enforcement

Any "law enforcement activity". However, this exclusion shall not apply to a "claim" for an "employment practices wrongful act" or "law enforcement activities" provided by unarmed security guards of the "educational organization".

13. Medical Services

a. The rendering of or failure to render medical services, including "incidental medical malpractice";

b. Furnishing or dispensing drugs or medical, surgical or dental supplies or appliances;

c. The handling of patients:

(1) From the place where they are accepted for movement into or onto the means of transport;

(2) During transport; or

(3) From the means of transport to the place where they are finally delivered;

d. Dispatching of, or the failure or refusal to dispatch, personnel to provide any of the above services; or

e. Serving on, or carrying out the orders of, a health care accreditation board or similar professional board or committee.

14. Modifications To Property

Costs to provide any accommodations required by the Americans With Disabilities Act, as amended, or any similar federal, state or local statute or regulation, including the modification of any building, property or facility to make it more accessible or accommodating to a disabled person.

This exclusion does not apply to any "claim" for retaliatory treatment by an insured against any person making a "claim" pursuant to such person's rights under the Americans With Disabilities Act or any similar federal, state or local statute or regulation.

15. Non-Monetary Damages

a. Any obligation of the "educational organization" or any "subsidiary", as a result of a "claim" seeking relief or redress in any form other than monetary "damages", including but not limited to, any obligations of the "educational organization" or any "subsidiary" to modify any building or property, and including a "special needs hearing";

b. Any obligation of the "educational organization" or any "subsidiary" to pay compensation earned by any insured in the course of employment, but not paid by the "educational organization" or any "subsidiary", including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days; or

c. Any actual or alleged violation by any insured of the Fair Labor Standards Act or any similar state or local law; provided, however this shall not apply to the Equal Pay Act. "Defense expenses" provided pursuant to this Paragraph **c.** shall be subject to the FLSA Defense Sublimit Of Liability and Deductible shown in the Declarations, if any. This sublimit is part of and not in addition to the Aggregate Limit Of Liability shown in the Declarations.

Paragraphs **a.** and **b.** of this exclusion shall not apply to "defense expenses", subject to Section **III** – Limits Of Insurance And Deductible.

16. Outside Entity

An "insured educator" serving as an executive or employee of an "outside entity", if such "claim" is brought by the "outside entity" or by any "educational executive" or employee.

However this exclusion shall not apply to any matter claimed against any “insured educator” arising out of their services as directors, trustees, officers, regents, governors, or member of the Board of Managers of an “outside entity”, but only if such service is at the request of the “educational organization” or any “subsidiary”.

17. Personal Injury

“Personal injury”, other than libel, slander, defamation or malicious prosecution arising out of an “employment practices wrongful act”.

18. Pollution

a. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any “damages”, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any 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

(2) **“**Claim” or suit by or on behalf of a 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".

19. Pending Or Prior Litigation, Proceedings Or Hearings

Any pending or prior litigation, proceeding or hearing as well as future “claim” or “claims” arising out of such pending or prior litigation, proceeding or hearing; however, if this Policy is a renewal of a policy issued by us, this exclusion shall only apply with respect to a pending or prior litigation, proceeding or hearing first held prior to the effective date of the first policy issued and continuously renewed by us.

20. Professional Services For Others

The rendering of or failure to render any “professional service” by an insured to any person or organization other than you unless done on your behalf or with your consent.

21. Property Damage

Physical injury to or loss of use of property.

22. Radioactive Material

a. The construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; or

b. Any nuclear reaction or radiation, or radioactive contamination.

23. Recording And Distribution Of Material Or Information In Violation Of Law

Any act or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

d. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

24. Securities

a. Any purchase, sale, or offer of securities, solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;

b. Violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;

c. Regulation promulgated under the foregoing laws; or

d. Any federal, state, local or foreign laws;

(1) Similar to the foregoing laws (including Blue Sky laws), or

(2) Regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law.

25. Sexual Abuse And Molestation

a. "Sexual abuse and molestation" of a person; or

b. Negligence or other wrongdoing by the insured in the:

(1) Employment;

(2) Investigation;

(3) Supervision;

(4) Reporting to the proper authorities, or failure to so report; or

(5) Retention;

of any person for whose acts the insured may be held liable for the actual or alleged "sexual abuse and molestation" of another person.

26. Violation Of Laws Applicable To Employers

Any responsibilities, obligations or duties imposed upon any insured by the National Labor Relations Act, the Workers Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, along with any amendments thereto or any similar provisions of federal, state or local law, except a "claim" for an "employment practices wrongful act" alleging retaliation for the exercise of any rights under such laws.

27. Willful Violations

The willful violation of any statute, ordinance or regulation by an insured. This exclusion does not apply to any insured who did not participate in, acquiesce to, or remain passive after having personal knowledge of such conduct. However, this exclusion shall not apply unless it is finally adjudicated that such conduct occurred.

28. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits, insurance benefits or unemployment compensation law or any similar law. However, this exclusion shall not apply to a "claim" for an "employment practices wrongful act" involving retaliation with regard to benefits paid or payable.

C. Supplementary Payments

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

1. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of liability, we will not pay any prejudgment interest based on that period of time after the offer.

2. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

3. All related "defense expenses".

These payments will not reduce the applicable limit of liability.

SECTION II – WHO IS AN INSURED

A. The following is an insured:

1. The "educational organization" shown as the Named Insured in the Declarations;

2. Any "subsidiary";

3. The Board of Education, Board of Trustees, Board of Regents, Board of Directors or other similar governing board of the "educational organization" or any "subsidiary";

4. In the event of "financial insolvency", the resulting Debtor in Possession (or foreign equivalent status), if any;

5. All “insured educators”; and

6. Any board authorized or mandated by the charter or other similar governing documents of the “educational organization”, including all members thereof, but solely with respect to his or her own duties as a member of such board.

B. Each of the following is also an insured:

1. The estate, heirs, legal representatives or assigns of any duly elected or appointed directors, officers, trustees or the functional equivalent of such in the event of that person’s death, incompetency, insolvency or bankruptcy;

2. The spouse or legally recognized domestic partner of any duly elected or appointed directors, officers, trustees or the functional equivalent, for a “claim” arising solely out of his or her status as the spouse or domestic partner of such person, including a “claim” that seeks “damages” recoverable from assets jointly held by the spouse or domestic partner.

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

SECTION III – LIMIT OF LIABILITY AND DEDUCTIBLE

A. The limit of liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds;

2. “Claims” made; or

3. Persons or organizations making “claims”.

B. The Non Monetary Defense Expense Aggregate Limit shown in the Declarations is the most we will pay for “defense expenses” for all “claims” seeking relief or redress in any form other than monetary “damages”, including a consent decree, equitable remedy or injunctive relief.

C. Subject to Paragraph **B.** above, the Non Monetary Defense Expense Each Claim Limit shown in the Declarations is the most we will pay for “defense expenses” for all “claims” seeking relief or redress in any form other than monetary “damages”, including a consent decree, equitable remedy or injunctive relief and arising out of any one “wrongful act”.

D. The Aggregate Limit Of Liability as shown in the Declarations is the most we will pay for the sum of all covered “damages” because of all “wrongful acts”.

E. Subject to Paragraph **D.** above, the Each Claim Limit Of Liability as shown in the Declarations is the most we will pay for “damages” arising out of any one "wrongful act" or “related wrongful acts”.

F. Subject to the limits of liability, exclusions and other terms of this Policy, we shall only be liable for those “damages” that are in excess of the applicable deductible shown in the Declarations. Such deductible shall apply to each and every “claim” made because of any one “wrongful act” or “related wrongful acts” and shall be paid by the insured uninsured and at its own risk.

The terms of this insurance, including our right and duty to defend the insured against any suit seeking “damages” and the insured’s duties in the event of a “wrongful act”, “claim” or suit apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any "claim", and, upon notification of the action taken, you must promptly reimburse us for such part of the deductible amount that has been paid by us.

G. Subject to the limit of liability, exclusions and other terms of this Policy, with respect to a “claim” seeking “non-monetary relief”, we shall only be liable for those “defense expenses” that are in excess of the Non Monetary Defense Expense Deductible shown in the Declarations. Such deductible shall apply to each and every “claim” for “non-monetary relief” and shall be paid by the insured uninsured and at its own risk.

The inclusion of more than one insured in any “claim” or the making of “claims” by more than one person shall not increase the applicable limit of liability or the deductible. Two or more “claims” arising out of a single “wrongful act” or “related wrongful acts” shall be treated as a single “claim” and will be subject to the Each Claim Limit Of Liability as shown in the Declarations, and only one deductible will apply as shown in the Declarations. All such “claims”, whenever made, shall be considered first made during the “policy period” in which the earliest “claim” was first made.

The limits of liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, beginning with the inception of the “policy period” shown in the Declarations, unless the “policy period” is

extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of liability.

SECTION IV – CONDITIONS

A. Bankruptcy

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

B. Consent To Settle

Except where otherwise stated or endorsed to this Policy, we shall not settle any "claim" without your consent. However, if you refuse to consent to the settlement of any "claim" recommended by us after receiving our request for consent to settle, and you elect to contest such "claim", thus requiring continued claims adjustment or legal proceedings relating to such "claim", the limit of liability to pay "damages" under this Policy will be the lesser of:

1. The amount of "damages" set forth in our written request for your consent to settle the "claim";

2. The actual "damages" settlement amount; or

3. The Each Claim and Aggregate Limit Of Liability shown in the Declarations.

In addition, all expenses relative to the continued claims adjustment or legal proceedings incurred after the date of your refusal to consent to settle shall be your sole responsibility.

C. Duties In The Event Of A Claim Or An Incident That May Result In A Claim

1. The insured shall, as a condition precedent to your rights to payment under this Policy only, give us written notice, to the address shown in the Declarations, of any "claim" made against you as soon as practicable after your General Counsel, Risk Manager, Human Resources Director, Chief Executive Officer, Chief Financial Officer, Chief Operations Officer, or Chief Academic Officer, or equivalent positions, first becomes aware of such "claim", but in no event later than:

a. 60 days after the expiration of the "policy period"; or

b. The expiration of any applicable Basic Extended Reporting Period or, if elected, the Supplemental Extended Reporting Period, whichever is later.

2. You and any other involved insured must:

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

b. Authorize us to obtain records and other information;

c. Cooperate with us in the investigation, defense or settlement of the "claim"; and

d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of a "wrongful act" to which this insurance may also apply.

3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

4. If you have knowledge of a "wrongful act" for which a "claim" has not yet been received, you must notify us, in writing, at the address shown in the Declarations, as soon as practicable. Such notice must provide:

a. A description of the "wrongful act", including all relevant dates;

b. The names of the persons involved in the "wrongful act", including names of the potential claimants;

c. Particulars as to the reasons for anticipating a "claim" which may result from such "wrongful act";

d. The nature of the alleged or potential "damages" arising from such "wrongful act"; and

e. The circumstances by which the insured first became aware of the "wrongful act".

Notice of a "wrongful act" is not notice of a "claim".

D. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join us as a party or otherwise bring us into a “claim” asking for “damages” from an insured; or

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

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

We will also not be liable for the insured’s share of any payment due because of a settlement or judgment for which the insured is responsible under Section **III** – Limit Of Liability And Deductible, Paragraph **F.**

E. Other Insurance

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent, self-insurance or otherwise, with respect to any “claim” covered by this Policy. This Policy is also specifically written to be excess over any other coverage available to the insured under any extended reporting period, optional extended reporting period, automatic extended reporting period, or any other similar period in any prior policy or policies.

F. Representations

By accepting this Policy, you agree that:

1. The statements in the “application” and Declarations are accurate and complete;

2. The statements in the Declarations are based upon representations you made to us; and

3. We have issued this Policy in reliance upon your representations.

G. Separation Of Insureds

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

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

2. Separately to each insured against whom a "claim" is made.

H. Transfer Of Rights Of Recovery Against Others To Us

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

I. If You Are Permitted To Select Defense Counsel

If, by mutual agreement or court order, the insured is given the right to select defense counsel and the applicable limit of liability has not been exhausted, the following provisions apply:

1. We retain the right to:

   a. Settle with your consent, approve or disapprove the settlement of any "claim"; and

   b. Appeal at our discretion any judgment, award or ruling at our expense.

2. You and any other involved insured must:

   a. Continue to comply with Section **IV** – Conditions, Paragraph **C.** Duties In The Event Of A Claim Or An Incident That May Result In A Claim as well as the other provisions of this Policy; and

   b. Direct defense counsel of the insured to:

      (1) Furnish us with the information we may request to evaluate those “claims" for coverage under this Policy; and

      (2) Cooperate with any counsel we may select to monitor or associate in the defense of those “claims”.

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

J. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal at least 30 days before the end of the "policy period", or earlier if required by the state law or regulation controlling the "application" of this Policy.

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

K. Cancellations

1. By the "educational organization":

This Policy may be canceled by the "educational organization" on behalf of all insureds by surrender of this Policy or by giving written notice to us stating the date on which the cancellation shall be effective. If the "educational organization" cancels the Policy under this provision, we shall retain the customary short rate proportion of the premium for this Policy.

2. By us:

a. This Policy may be canceled by us by delivering to the "educational organization" or by mailing to the "educational organization" by certified mail, at the address shown in the Declarations, written notice stating when the cancellation shall be effective. The effective date shall not be less than 30 days from the date of the notice. The mailing of the notice in accordance with this section shall be sufficient proof of the required notice and this Policy shall terminate at the date and hour specified in the notice.

b. If the "educational organization" has failed to pay a premium when due, or has failed, after demand, to reimburse us such amounts we have paid as "damages", defense costs, charges or expenses within the amount of the applicable deductible, this Policy may be canceled by us by mailing written notice of cancellation to the "educational organization" by certified mail, at the address shown in the Declarations, stating when the cancellation shall be effective. The effective date shall not be less than 10 days from the date of the notice. The mailing of the notice in accordance with this section shall be sufficient proof of the required notice and this Policy shall terminate at the date and hour specified in the notice.

c. If we cancel this Policy, we shall retain the pro rata portion of the premium. Payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of the cancellation, but such payment shall be made by us as soon as practicable.

L. Sole Representative

The first Named Insured listed in the Declarations will act on behalf of all insureds to:

1. Give or receive notice of cancellation;

2. Receive premium or payment;

3. Select or reject coverage options; or

4. Request changes in this Policy.

M. Crisis Management Coverage Provisions

1. No deductible shall apply to "crisis management expense".

2. We will pay such "crisis management expense" from the first dollar subject to all other terms and conditions of this Policy, including Section **III** – Limit Of Liability And Deductible.

3. An actual or anticipated "crisis event" shall be reported to us as soon as practicable, but in no event later than 30 days after the "educational organization" first incurs "crisis management expense" for which coverage will be requested under this Policy.

N. Assignment

Neither this Policy, nor any insured's interest under this Policy, may be assigned.

O. Priority Of Payment

In the event of a "claim" for which payment is otherwise due under this Policy but which "claim" in the aggregate exceeds the remaining available limit of liability for this Policy, we shall:

1. First pay such "claim" for which coverage is provided under Insuring Agreement **A.1.a.** of this Policy; then

2. With respect to whatever remaining amount of the applicable limit of liability is available after payment of **1.** above, pay such "claim" for which coverage is provided under any other Insuring Agreement of this Policy.

SECTION V – EXTENDED REPORTING PERIODS

IMPORTANT: If this Policy is not renewed when it expires, or if similar coverage is not purchased from another carrier upon expiration, a gap in coverage protection will result. This is because the basic extended reporting period and any supplemental extended reporting period only provide additional time within which to report "claims" that arose from "wrongful act(s)" which occurred after the Retroactive Date of this Policy as shown in the Declarations, but prior to the end of the "policy period". The extended reporting periods described below do not apply to "claims" arising from "wrongful act(s)" which occur after the end of the "policy period".

A. Basic Extended Reporting Period

A Basic Extended Reporting Period is automatically provided under this Policy without additional charge. This period starts on the date this Policy is canceled or non-renewed and lasts for 60 days.

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

When the Basic Extended Period applies, the Each Claim and Aggregate Limit Of Liability are extended to include "claims" first made during the Basic Extended Reporting Period; however, the Aggregate limit is not reinstated or increased.

B. Supplemental Extended Reporting Period

A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. Once purchased, the Supplemental Extended Reporting Period begins 60 days after the date this Policy is canceled or non-renewed.

When the Supplemental Extended Reporting Period applies, the Each Claim and Aggregate Limits Of Liability are extended to include "claims" first made during the Supplemental Extended Reporting Period; however, the Aggregate limit is not reinstated or increased.

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

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of insurance available under this endorsement for future payment of "damages"; and
4. Other related factors.

The additional premium will not exceed 225% of the annual premium for this endorsement.

The endorsement will set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first reported during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

C. Notification Of Extended Reporting Periods

The right to purchase a Supplemental Extended Reporting Period shall lapse unless, within 30 days after the cancellation or non-renewal of this Policy, the "educational organization" advises us of its desire to purchase and pays the premium for the applicable Supplemental Extended Reporting Period. Once in effect, the Supplemental Extended Reporting Period cannot be canceled. The premium for the Supplemental Extended Reporting Period is fully earned at inception of the period.

D. Cancellation For Non-Payment Or Fraud And Supplemental Extended Reporting Period Coverage

The right to purchase a Supplemental Extended Reporting Period does not apply if this Policy is cancelled because of non-payment of premium or fraud on the part of any insured.

E. Date Of Claims Made During Extended Reporting Period

The Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. Subject otherwise to the Policy's terms, limits of liability, deductible, exclusions and conditions, this Policy is extended to apply

to “claims” first made during the Basic Extended Reporting Period or, if elected, the Supplemental Extended Reporting Period, but only to such “claims” that arise out of a “wrongful act(s)” committed on or after the Policy’s Retroactive Date but prior to the end of the “policy period”. “Claims” for “wrongful act(s)” which are first received by us during an Extended Reporting Period shall be deemed to have been made on the last day of the “policy period”.

SECTION VI – DEFINITIONS

A. “Adverse publicity” means the publication of unfavorable information regarding the “educational organization” which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the “educational organization” to conduct operations. Such publication must occur in a report about, or include a specific mention of, an insured appearing:

1. In a daily newspaper of general circulation;

2. In a magazine or other published periodical;

3. On a radio or television news program;

4. On the internet; or

5. On any social media format.

B. “Application” means all “applications”, including any attachments thereto, and all other information and materials submitted by or on behalf of the insured to us in connection with the underwriting of this Policy or any policy with an inception date within 36 months prior to the inception date of this Policy, of which this Policy is a renewal or replacement. All such “applications”, attachments, information, materials and documents are deemed attached to and incorporated into this Policy.

C. “Bodily injury” means physical injury to the body, physical pain, sickness, disease, death, and mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation.

D. “Claim” means any of the following alleging a “wrongful act” by an insured:

1. A written demand for monetary or non-monetary (including injunctive) relief made against any insured;

2. A civil proceeding, including any appeals therefrom, made against any insured seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;

3. A formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any insured commenced by the receipt of charges, formal investigative order, service of summons or similar document;

4. Any arbitration, mediation or similar alternative dispute resolution proceeding if any insured is obligated to participate in such proceeding;

5. A written request that the insured enter into an agreement to toll any applicable statute of limitation prior to the commencement of any judicial, administrative, regulatory or arbitration proceeding;

6. A “special needs hearing”.

In no event shall the term “claim” include any labor or grievance proceeding which is subject to a collective bargaining agreement.

E. "Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;

2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **E.1.** above; or

3. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in Paragraph **E.1.** above, but is away for a short time on your business provided the insured’s responsibility to pay “damages” is determined in a suit on the merits, in the territory described in **E.1.** above or in a settlement to which we agree.

F. “Crisis event” means one of the following:

1. The incapacity, death or state or federal criminal indictment of an “educational executive”;

2. The cancellation, withdrawal or revocation of $500,000 or more in funding, donation(s), grant(s), or bequest(s) by a non-government entity or person to the "educational organization";

3. Disclosure by the "educational organization" of:

a. Its intention to file or its actual filing for protection under federal bankruptcy law, or

b. A third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the "educational organization";

4. Disclosure by the "educational organization" of the threatened or actual commencement by a third party of an action, audit, or investigation alleging an "employment practices wrongful act" by the "educational organization" which has caused or is reasonably likely to cause "adverse publicity"; or

5. "Material event".

G. "Crisis management expense" means:

Expenses of the type listed in Paragraphs **1.** and **2.** below that are incurred by the "educational organization" during a period beginning 90 days prior to and in reasonable anticipation of a "crisis event" and ending 90 days after an actual or reasonably anticipated "crisis event", irrespective of whether a "claim" is actually made with respect to the subject "crisis event":

1. The reasonable and necessary expenses directly resulting from a "crisis event" which the "educational organization" incurs for "crisis management services" provided to the "educational organization" by a "crisis management firm"; and

2. The reasonable and necessary expenses directly resulting from a "crisis event" which the "educational organization" incurs for:

a. Advertising, printing, or mailing of matter relevant to the "crisis event", and

b. Out of pocket travel expenses incurred by or on behalf of the "educational organization" or the "crisis management firm".

We must have been notified of the "crisis management expense" within 30 days of the date the "educational organization" first incurs the subject "crisis management expense".

"Crisis management expense" does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an insured.

H. "Crisis management firm" means a marketing firm, public relations firm, law firm, or other "professional services" entity retained by us or by the "educational organization" with our prior written consent, to perform "crisis management services" arising out of a "crisis event".

I. "Crisis management services" means the "professional services" provided by a "crisis management firm" in counseling or assisting the "educational organization" in reducing or minimizing the potential harm to the "educational organization" caused by the public disclosure of a "crisis event".

J. "Damages" means settlements, judgments, post-judgment interest, front and back pay (except for compensation earned by an employee, including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days) and compensatory damages. Where allowable by statute, "damages" includes punitive damages, exemplary damages or the multiplied portion of multiple damages awarded.

"Damages" shall not include:

1. "Defense expenses";

2. Criminal or civil fines or penalties imposed by law, or taxes (except for the 10% excess benefit tax assessed by the Internal Revenue Service against any "insured educator" pursuant to 26 USC §4958 (a)(2));

3. The value of tuition or scholarships, books, fees associated with educational activities, employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof;

4. Any amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed;

5. "Non-monetary relief";

6. Any liability or costs incurred to modify any building or property to make it more accessible or accommodating to any person;

7. Attorney's fees, costs, and expenses awarded to any claimant or plaintiff(s) unless covered "damages" are also awarded;

8. Any amount which an insured was already obligated to pay at the time of the "wrongful act", including any amount that an insured would have been obligated to pay under the terms and conditions of any agreement or any amount that an insured would have been obligated to pay had that agreement remained in effect; and

9. "Crisis management expense".

K. "Defense expenses" means payments allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:

1. Fees and salaries of attorneys and paralegals we retain on your behalf.

2. The premium for any appeal bond, attachment bond or similar bond, but without any requirement for us to apply for or furnish any such bond.

3. Reasonable fees of attorneys the insured retains with our consent or when a court order (or when required by administrative hearing or proceeding), gives the insured the right to select defense counsel to defend against a "claim".

4. All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured in accordance with Paragraph **2.** above.

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

6. Costs taxed against the insured in the "claim".

"Defense expenses" does not include the wages, salaries or expenses of our employees, or the wages, salaries, expenses or fees of any "insured educator" except as provided in Paragraph **4.** above.

L. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any applicable federal, state or local statutes, rules or regulations.

M. "Educational executive" means any natural person who was, now is or shall become a duly elected or appointed director, officer, trustee, manager, in-house general counsel, governor, duly constituted committee member, or the functional equivalent of such positions.

N. "Educational organization" means the entity listed as the Named Insured on the Declarations.

O. "Employed lawyer legal services" means legal services provided by any "insured educator" as an attorney, but only if such services are performed for the "educational organization" or any "subsidiary" and in the "insured educator's" capacity with the "educational organization" or any "subsidiary". "Employed lawyer legal services" shall not include legal services rendered by any "insured educator" for any third party.

P. "Employment practices wrongful act" means any of the following acts related to employment, but only if alleged by or on behalf of an "insured educator" or an applicant to be an "insured educator":

1. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;

2. Misrepresentation;

3. Violation of employment laws;

4. "Sexual harassment" or workplace harassment;

5. "Discrimination";

6. Wrongful failure to employ or promote;

7. Wrongful discipline;

8. Wrongful deprivation of a career opportunity including a wrongful failure to hire or promote;

9. Failure to grant tenure;

10. Negligent employee evaluation;

11. Retaliation;

12. Failure to provide adequate workplace or employment policies or procedures;

13. Defamation (including libel and slander);

14. Invasion of privacy;

15. Malicious prosecution

16. Wrongful demotion;

17. Negligent reassignment;

18. Violation of any federal, state, or local civil rights laws;

19. Negligent hiring;

20. Negligent supervision;

21. Negligent training;

22. Negligent retention; or

23. Acts described in Paragraphs **1.** through **22.** above arising from the use of the "educational organization's" or "subsidiary's" internet, email, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the "educational organization's" or "subsidiary's" internet, email, telecommunication or similar systems.

Q. "Financial insolvency" means the "educational organization" becoming a Debtor in Possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the "educational organization".

R. "Incidental medical malpractice" means injury arising out of emergency medical services rendered or which reasonably should have been rendered to any person or persons by any duly certified emergency medical technician, paramedic, or nurse who is:

1. An "insured educator"; or

2. Acting on behalf of the "educational organization" to provide such services, but is not employed, either full-time or part-time, at a hospital, clinic, or nursing home facility.

S. "Insured educator" means all persons who were, now are, or shall be directors, trustees, officers, regents, governors, members of the Board of Trustees (or similar board), employees, leased employees, temporary or seasonal employees, interns, student teachers, substitute teachers, teaching assistants, volunteers or staff members of the "educational organization" or any "subsidiary", including any executive board members and committee members whether salaried or not but only for actions taken within the scope of their duties for the "educational organization".

T. "Law enforcement activity" means activities, services, advice or instruction that are within the scope of the authorized duties of the "educational organization's" law enforcement or security guard personnel.

U. "Material event" means any event, other than those events listed in Paragraphs **1.** through **4.** of the definition of "crisis event", which has caused or which would reasonably be likely to result in "adverse publicity", but only if such event is listed on an endorsement made a part of this Policy prior to the event occurring.

V. "Non-monetary relief" means the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

W. "Outside entity" means any:

1. For profit organization; or

2. Not-for-profit corporation, community chest, fund or foundation that is not included in the definition of "educational organization" or "subsidiary" and that is exempt from federal income tax as an organization described in Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, and any other entity organized for religious or charitable purposes under any non-profit organization act or statute.

X. "Personal injury" means any injury arising out of:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization; or
5. Oral or written publication, in any manner, of material that violates a person's right of privacy.

Y. “Policy period” means the period of time specified on the Declarations or its earlier termination, if applicable.

Z. "Pollutants" means any substance or material that is a solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This definition of "pollutants" applies whether or not such irritant or contaminant has any function in your operations, premises, site or location.

AA. “Professional service” means any service:

1. That may be legally performed only by an individual holding a professional license, regardless of whether the person is licensed or not; or
2. Provided for a fee or any other remuneration by an insured to any person or organization other than the “educational organization”.

BB. “Related wrongful acts” means “wrongful acts” which are causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

CC. “Sexual abuse and molestation” means any actual, attempted or alleged criminal sexual conduct by a person or persons acting in concert toward another person, which causes physical or mental injuries. “Sexual abuse and molestation” includes:

1. Sexual molestation,
2. Sexual assault,
3. Sexual exploitation, or
4. Sexual injury.

“Sexual abuse and molestation” does not include “sexual harassment”.

DD. “Sexual harassment” means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature by a person or persons acting in concert toward another person, which causes physical or mental injuries. “Sexual harassment” includes the above conduct:

1. When submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person’s employment, or a basis for employment decisions affecting a person; or
2. When such conduct has the purpose or effect of unreasonably interfering with a person’s work performance or creating an intimidating, hostile, or offensive work environment.

“Sexual harassment” does not include “sexual abuse and molestation”.

EE. “Special needs hearing” means a due process hearing:

1. Conducted at the written request of a student’s parent(s), legal guardian or the “educational organization”;
2. Which is presided over by an impartial arbiter; and
3. Of which the subject is the special educational needs of a student.

FF. “Subsidiary” means:

1. Any entity which qualifies as a not-for-profit organization under the Internal Revenue code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the “educational organization” has or controls the right to elect or appoint more than 50% of the Board of Directors or other governing body of such entity as of the inception date of this Policy;

2. Any similar entity which was created or acquired by the “educational organization” after the inception date of this Policy, if the entity’s total assets do not exceed 35% of the total consolidated assets of the “educational organization” as of the inception date of this Policy; or

3. Any other entity added as a “subsidiary” by written endorsement to this Policy.

GG. “Third party wrongful act” means actual or alleged:

1. “Discrimination” against a third party; or

2. “Sexual harassment” of a third party; or

3. Civil rights violations against a third party related to Paragraphs **1.** or **2.** above.

HH. “Wrongful act” means:

Any of the following by the “educational organization”, any “subsidiary”, or any “insured educators” acting in their capacity with the “educational organization” or “subsidiary”:

1. Actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty;

2. Actual or alleged error or omission in the rendering of or the failure to render “employed lawyer legal services”;

3. “Employment practices wrongful act”; or

4. “Third party wrongful act”.

MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF NOTICE REQUIREMENT FOR PUBLIC SCHOOL DISTRICTS

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

Paragraph **C.1**. Duties In The Event Of A Claim Or An Incident That May Result In A Claim is replaced by the following:

1. The insured shall, as a condition precedent to your rights to payment under this Policy only, give us written notice to the address shown in the Declarations, of any "claim" made against you as soon as practicable after your General Counsel, Risk Manager, Human Resources Manager, Superintendent, Assistant Superintendent, Principal, Assistant Principal, or Dean (or equivalent positions) first becomes aware of such "claim", but in no event later than:

a. 60 days after the expiration of the "policy period"; or

b. The expiration of any applicable Basic Extended Reporting Period, or, if elected, the Supplemental Extended Reporting Period, whichever is later.

All other terms and conditions remain unchanged.

MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our 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 cases insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

B. "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 Insurance Act, to be an act of terrorism pursuant to such Act. The federal Terrorism Risk Insurance Act set forth the following criteria for a "certified act of terrorism":

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.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any "damages" that are otherwise excluded under this Policy.

All other terms and conditions remain unchanged.

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MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED CONDITION – NOTICE OF WRONGFUL ACTS

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

The following is added to Paragraph **4.** of Condition **C.** Duties In The Event Of A Claim Or An Incident That May Result In A Claim under Section **IV** – Conditions:

Any such reported "wrongful act" that subsequently becomes a "claim" made against any insured and reported to us in writing will be deemed to have been first made on the date that the written notice of the "wrongful act" was first reported to us and will be subject to all of the terms and conditions of this Coverage Form.

All other terms and conditions remain unchanged.

MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CRISIS MANAGEMENT COVERAGE

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

A. Paragraph **A.1.d.** Crisis Management Coverage of Section **I** – Educators Legal Liability is deleted in its entirety.

B. The following is added to Paragraph **B.** Exclusions of Section **I** – Educators Legal Liability:

This insurance does not apply to any "claim" or "wrongful act", regardless of the cause of action or legal theory alleged, that is based upon, attributable to, related to, or arising out of:

Crisis Event

A "crisis event".

All other terms and conditions remain unchanged.

MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FIREARMS OR CONDUCTED ENERGY DEVICES

This endorsement modifies insurance provided under the following:

EDUCATORS LEGAL LIABILITY COVERAGE FORM

A. The following is added to Paragraph **B.** Exclusions under Section **I** – Educators Legal Liability:

This insurance does not apply to any "claim" or "wrongful act", regardless of the cause of action or legal theory alleged, that is based upon, attributable to, related to, or arising out of:

Firearms Or Conducted Energy Devices

The carrying (whether or not concealed), use, misuse or discharge of, or the failure to use or discharge, a "firearm" or "conducted energy device" by any insured, employee of an insured, or contractor of any security or similar company.

This exclusion applies even if the "claims" against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "claim" or "wrongful act" in any way involved a "firearm" or "conducted energy device".

B. The following definitions are added to the Definitions section:

"Conducted energy device" means a weapon primarily designed to disrupt a subject's central nervous system by means of deploying electrical energy sufficient to cause uncontrolled muscle contractions and override an individual's voluntary motor responses.

"Firearm" means any pistol, rifle, shotgun, or other device that uses gunpowder to launch projectiles.

All other terms and conditions remain unchanged.

MARKEL INSURANCE COMPANY

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

CONFIRMATION OF CERTIFIED ACTS OF TERRORISM COVERAGE – TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:	$100
Federal Share Of Terrorism Losses:	85% In 2015
	84% In 2016
	83% In 2017
	82% In 2018
	81% In 2019
	80% In 2020

Disclosure Of Premium

We have notified you that under the Terrorism Risk Insurance Act we must make certified acts of terrorism coverage available in the policies we offer.

Certified acts of terrorism coverage has been provided because either you have indicated to us or your agent that certified acts of terrorism coverage is desired or we have provided certified acts of terrorism coverage at no additional charge. If you have chosen to purchase certified acts of terrorism coverage, the premium charge is the amount shown in the Schedule of this notice.

If there is no premium shown above or the premium shown is $0, there is no separate premium for the coverage during this policy period.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in the Schedule of this notice) 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

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MARKEL INSURANCE COMPANY

PRIVACY NOTICE

U. S. Consumer Privacy Notice Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	The types of personal information We collect and share depend on the product or service you have with Us. This information can include: • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. Personal information does not include: • publicly-available information from government records; • de-identified or aggregated consumer information. When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy.
How do We collect your personal information?	We collect your personal information, for example, when you • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	Federal law gives you the right to limit only • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our Affiliates include member companies of Markel Group.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	A formal agreement between Nonaffiliated companies that together market financial products or services to you. • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.
For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.
For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.
Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Policy Certificate page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – https://www.treasury.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.