



ChartHouse Public Schools

Protecting your independence



Alliant

2022 – 2023

Insurance Summary of Coverages

Presented on April 8, 2022 by:

Tom Boobar MBA, MS, CSP
Senior Vice President

Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660
O 949 756 0271
F 619 699 0906

CA License No. 0C36861

www.alliant.com

Summary of Coverages and Limits

Commercial Package Coverages

INSURANCE COMPANY:	GuideOne Insurance
POLICY/COVERAGE TERM:	4/1/2022 - 4/1/2023
POLICY NUMBER	1448551

COMMERCIAL PROPERTY COVERAGE PART

Blanket Coverage:	Limit	Coinsurance
Blanket Building	\$ 12,900,000	100%
Blanket Contents	\$ 366,500	100%

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Limits:	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 3,000,000
Prod/Comp Ops Aggregate	\$ 3,000,000
Personal & Advertising Injury	\$ 1,000,000
Damage to Premises Rented to You	\$ 1,000,000
Medical Expense – any one person	\$ 15,000
Employee Benefit Per Employee	\$ 1,000,000
Employee Benefit Aggregate	\$ 3,000,000
Sexual Misconduct Or Sexual Molestation Per Incident	\$ 1,000,000
Sexual Misconduct Or Sexual Molestation Aggregate	\$ 3,000,000

COMMERCIAL PROFESSIONAL LIABILITY COVERAGE PART

Limits:		
School and Educators Legal Liability (Directors & Officers)	\$ 1,000,000	Each Loss Limit
	\$ 1,000,000	Aggregate Limit

Total Premium: **24,603 Total Package Policy Premium**

Umbrella Liability Coverage

INSURANCE COMPANY:	GuideOne America Insurance Company
POLICY/COVERAGE TERM:	4/1/2022 - 4/1/2023
POLICY NUMBER:	1448552
Limits:	
Occurrence or Each Claim	\$ 5,000,000
Prod/Comp Ops Aggregate	\$ 3,000,000
General Aggregate	\$ 5,000,000
Premium:	\$ 5,992

Employment Practices Liability Coverage

INSURANCE COMPANY:	Kinsale Insurance Company
POLICY/COVERAGE TERM:	4/1/2022 - 4/1/2023
POLICY NUMBER:	0100184954-0
Limits:	
Each Claim	\$ 2,000,000
Aggregate Limit	\$ 2,000,000
Deductible:	\$ 75,000
Premium:	\$ 18,481

Workers' Compensation Coverage

INSURANCE COMPANY:	GuideOne Mutual Insurance Company	
POLICY/COVERAGE TERM:	4/1/2022 – 4/1/2023	
POLICY NUMBER:	10004743	
Coverage:	Statutory	
Workers Compensation		
Employers Liability Limit		
Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Policy Limit
Bodily Injury by Disease	\$ 1,000,000	Each Employee
Premium	\$ 23,029	

Crime Coverage

INSURANCE COMPANY:	National Union Fire Ins Co of Pittsburgh, PA (AIG)	
POLICY/COVERAGE TERM:	4/1/2022 – 4/1/2024	
POLICY NUMBER:	04-842-65-77	
Coverage Form:	COMMERCIAL CRIME POLICY:	
	<ul style="list-style-type: none"> • Employee Theft – Per Loss • Forgery or Alteration • Money & Securities – Inside the Premises • Robbery/Safe Burglary– Inside the Premises • Money and Securities – Outside the Premises • Computer Fraud • Funds Transfer Fraud • Money Order / Counterfeit Currency 	
Limit:	\$ 1,000,000	Each Coverage, Per Occurrence
Deductible:	\$ 2,500	Each Coverage, Per Occurrence
Premium:	\$ 700	

Student Accident Coverage – Base K-12 & Catastrophe K-12

INSURANCE COMPANY:	National Union Fire Ins Co (AIG)
POLICY/COVERAGE TERM:	4/1/2022 – 4/1/2023
POLICY NUMBERS:	Base: SRG0009151982 CAT: SRG0009151983

Base Limits:

Accident Medical Expense (Full Excess)	\$ 25,000
Accidental Death	\$ 10,000
Accidental Dismemberment	\$ 20,000

CAT Limit:

Accident Medical Expense	\$ 7,500,000
Accidental Death	\$ 10,000
Accidental Dismemberment	\$ 20,000
Catastrophe Cash Benefit	\$ 500,000
Seat Belt and Air Bag	\$ 5,000 each
Brain Death	\$ 100,000

Base Premium: \$ 1,935

CAT Premium: \$ 738

Cyber Liability

INSURANCE COMPANY:	Beazley Insurance Company, Inc. (Lloyd's Syndicates)
POLICY/COVERAGE TERM:	4/1/2022 – 4/1/2023
POLICY NUMBER:	W31F31220101

Breach Response:

Notified Individuals	25,000
Legal, Forensic & Public Relations / Crisis Management	\$ 1,000,000

The breach response limits above are in addition to the policy aggregate limit of liability.

Limits & Deductibles:

Policy Aggregate Limit of Liability	\$ 1,000,000
Additional Breach Response Limit	\$ 1,000,000

First Party Loss

Business Interruption Loss:

Resulting from Security Breach	\$ 1,000,000
Resulting from System Failure	\$ 1,000,000

Dependent Business Loss:

Resulting from Dependent Security Breach	\$ 100,000
Resulting from Dependent System Failure	\$ 100,000

Cyber Extortion Loss: \$ 1,000,000

Data Recovery Costs: \$ 1,000,000

Liability

Data & Network Liability: \$ 1,000,000

Regulatory Defense & Penalties: \$ 1,000,000

Payment Card Liabilities & Costs: \$ 1,000,000

eCrime

Fraudulent Instruction: \$ 1,000,000

Funds Transfer Fraud: \$ 1,000,000

Telephone Fraud: \$ 1,000,000

Criminal Reward

Criminal Reward: \$ 50,000

Retentions

Breach Response

Legal, Forensic & Public Relations / \$ 2,500 ;

Crisis Management \$ 1,250 for Legal

Each Incident, Claim or Loss: \$ 2,500

Retention for Cyber Extortion Loss: \$ 1,000

Premium: \$ 4,946 Total Cost

Your Service Team

Tom Boobar MBA, MS, CSP

Senior Vice President

Tom.Boobar@alliant.com

Phone: 949 260 5096

Mobile: 818 371 9000

Britt Booth

Account Manager

bbooth@alliant.com

Phone: 949 660 8172

Joana DeMattia

Account Manager

Joana.DeMattia@alliant.com

Phone: 949 660 5942

Yovana Espinosa

Assistant Account Manager

Yovana.Espinosa@alliant.com

Phone: 949 242 6261

Akbar Sharif

Property and Liability Claims Advocate

Akbar.sharif@alliant.com

Phone: 949 260 5088

Ruth Contreras

Worker's Comp Claims Advocate

Ruth.contreras@alliant.com

Phone: 949 527 9821

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Claims Made Policy (D&O/EPL)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Other Disclosures / Disclaimers – Continued

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

Certificates / Evidence of Insurance

A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.

You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.



Shown above are the disclosures / disclaimers that are attached to all Property & Casualty insurance proposals. Please acknowledge receipt and review.

Signature

Date

Title

Printed / Typed Name



Optional Coverages

The following represents a list of insurance coverages that are not included in this proposal, but are optional and may be available with further underwriting information.

Note some of these coverages may be included with limitations or insured elsewhere. This is a partial listing as you may have additional risks not contemplated here or are unique to your organization.

- Earthquake Insurance
- Event Cancellation
- Fireworks Liability
- Flood Insurance
- Foreign Insurance
- Garage Keepers Liability
- Kidnap & Ransom
- Media and Publishers Liability
- Medical Malpractice Liability
- Pollution Liability
- Owned/Non-Owned Aircraft
- Owned Watercraft
- Special Events Liability
- Workplace Violence

Glossary of Insurance Terms

Below are a couple of links to assist you in understanding the insurance terms you may find within your insurance coverages:

<http://insurancecommunityuniversity.com/UniversityResources/InsuranceGlossaryFREE.aspx>

<http://www.ambest.com/resource/glossary.html>

<http://www.irmi.com/online/insurance-glossary/default.aspx>

GuideOne Mutual Insurance Company

Insurance Policy: Educational Institutions



FOR CHARTHOUSE PUBLIC SCHOOLS

Your Agent

ALLIANT INSURANCE SERVICES INC
701 B St
San Diego, CA 92101-8101
888-849-1337

Customer Care Center

1-888-748-4326 | **1-877-448-4331**
24-hour claims GuideLine | Customer Service

To learn more, make a payment or renew your policy, visit www.GuideOne.com

THIS INFORMATION IS ONLY A GENERAL DESCRIPTION OF COVERAGE AND IS NOT A CONTRACT. FOR COMPLETE DETAILS OF THE COVERAGES, LIMITS, TERMS AND CONDITIONS, PLEASE REFER TO THE COMPLETE POLICY ISSUED TO THE INSURED.



COMMON POLICY DECLARATIONS

Policy Number: 00-1448-551

Named Insured and Mailing Address:

CHARTHOUSE PUBLIC SCHOOLS
2730 Mitchell Dr
Walnut Creek, CA 94598-1602

Agent Information:

ALLIANT INSURANCE SERVICES INC
701 B St
San Diego, CA 92101-8101
888-849-1337
Agent Number: 04271

Policy Period:

04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at your mailing address shown above.

DESCRIPTION OF BUSINESS

Business Description: Education with School (K-12)
Form of Business: Other

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS

	PREMIUM
Commercial Property Coverage Part	\$ 8,443.00
Commercial Inland Marine Coverage Part	\$ 950.00
Commercial General Liability Coverage Part	\$ 14,884.00
Total Policy Premium:	\$ 24,277.00

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

Countersigned by:

Authorized Representative

Date

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COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: 00-1448-551

Named Insured:
CHARTHOUSE PUBLIC SCHOOLS

Agent Information:
ALLIANT INSURANCE SERVICES INC
Agent Number: 04271

Policy Period:
04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at the mailing address shown in the Common Policy Declarations.

FORMS AND ENDORSEMENTS APPLICABLE TO THE COMMERCIAL PROPERTY COVERAGE PART:

Form Number	Edition Date	Description
CP 04 49	02 20	California Changes - Replacement Cost
CP 00 10	10 12	Building And Personal Property Coverage Form
CP 00 30	10 12	Business Income (And Extra Expense) Coverage Form
CP 00 90	07 88	Commercial Property Conditions
CP 01 40	07 06	Exclusion Of Loss Due To Virus Or Bacteria
CP 02 99	06 07	Cancellation Changes
CP 10 30	10 12	Causes Of Loss - Special Form
CP 12 18	10 12	Loss Payable Provisions
GCP 04 45	07 14	Fire And Security Alarm System Upgrade Coverage
GCP 33 11	07 14	Educational Institutions Property Enhancement Endorsement
GCP 95 02	07 14	Extension Of Premises
PCP 73 57	04 09	Equipment Breakdown Coverage

FORMS AND ENDORSEMENTS APPLICABLE TO THE COMMERCIAL INLAND MARINE COVERAGE PART:

Form Number	Edition Date	Description
CM 00 01	09 04	Commercial Inland Marine Conditions
GCM 99 09	07 14	Earthquake Exclusion
GCM 99 10	07 14	Water Exclusion
IH 00 75	12 02	Computer Systems Coverage Form
IH 99 23	12 02	Theft From Unattended Vehicle Exclusion

FORMS AND ENDORSEMENTS APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART:

Form Number	Edition Date	Description
CG 00 01	04 13	Commercial General Liability Coverage Form
CG 20 26	04 13	Additional Insured - Designated Person Or Organization

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THE COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS FORM(S) A PART OF THE COMMON POLICY DECLARATIONS.

Form Number	Edition Date	Description
CG 21 06	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47	12 07	Employment-Related Practices Exclusion
CG 21 67	12 04	Fungi Or Bacteria Exclusion
CG 21 70	01 15	Cap On Losses From Certified Acts Of Terrorism
CG 21 76	01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
GCG 04 05	01 15	Crisis Management Coverage
GCG 21 19	07 14	Exclusion - Student Medical Payments
GCG 27 15	08 15	Warranty Provision
GCG 35 10	07 14	Educational Institutions General Liability Endorsement
GCG 71 01	07 14	Directors And Officers Liability And Educators Legal Liability Coverage
GCG 73 11	07 14	Employee Benefits Liability Coverage (Claims-Made)
GCG 74 01	07 14	Abuse Liability Coverage Endorsement
GCG 74 10	07 14	Sexual Misconduct Liability Coverage (Occurrence)
GCG 74 27	07 14	Alleged Perpetrator Civil Defense Coverage Endorsement
GCG 33 05	05 20	Exclusion - Asbestos

FORMS AND ENDORSEMENTS APPLICABLE TO MORE THAN ONE COVERAGE PART:

Form Number	Edition Date	Description
CG P 016	05 14	General Liability Access Or Disclosure Of Confidential Or Personal Information Exclusions
IL 01 02	02 20	California Changes - Actual Cash Value
IL 01 04	07 20	California Changes
IL 02 70	07 20	California Changes - Cancellation And Nonrenewal
GIL 00 01	07 14	Additional Common Policy Conditions
GIL 03 05	07 14	Combined Deductible
GIL 09 04	03 19	GuideVantage Coverage Enhancement
GIL 42 20	03 16	Mutual Policy Provisions
IL 00 03	09 08	Calculation Of Premium
IL 00 17	11 98	Common Policy Conditions
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement
IL 09 35	07 02	Exclusion Of Certain Computer-Related Losses
IL 09 52	01 15	Cap On Losses From Certified Acts Of Terrorism
IL 09 85	12 20	Disclosure Pursuant To Terrorism Risk Insurance Act

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THE COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS FORM(S) A PART OF THE COMMON POLICY DECLARATIONS.



COMMON POLICY SCHEDULE OF NAMED INSURED(S)

Policy Number: 00-1448-551

Named Insured:
CHARTHOUSE PUBLIC SCHOOLS

Agent Information:
ALLIANT INSURANCE SERVICES INC
Agent Number: 04271

Policy Period:
04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at the mailing address shown in the
Common Policy Declarations.

Principal And Exclusive Location State: CA

CHARTHOUSE PUBLIC SCHOOLS

CONTRA COSTA SCHOOL OF PERFORMING ARTS

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THE COMMON POLICY SCHEDULE OF NAMED INSURED(S) FORM(S) A PART OF THE COMMON POLICY DECLARATIONS.



COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy Number: 00-1448-551

Named Insured:
CHARTHOUSE PUBLIC SCHOOLS

Agent Information:
ALLIANT INSURANCE SERVICES INC
Agent Number: 04271

Policy Period:
04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at the mailing address shown in the Common Policy Declarations.

TOTAL COMMERCIAL PROPERTY PREMIUM

Coverage Part Premium:	\$	8,243.00
Other Premium: California Expense Constant	\$	200.00
Total Commercial Property Premium:	\$	8,443.00

LOCATIONS YOU OWN, RENT, OR OCCUPY

<u>Location</u>	<u>Description</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
001		2730 Mitchell Dr	Walnut Creek	CA	94598-1602

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COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS (Continued)

Policy Number: 001448551

DESCRIPTION OF LOCATIONS

2730 Mitchell Dr Walnut Creek, CA 94598-1602 Contra Costa County		Location Number 001
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Building Number: 001	SCHOOL	Limit Of Insurance
Coverage	Building	\$13,674,000
Additional Interest Applies	Yes	
Construction	Non-Combustible	
Coverage Form	Building And Personal Property (CP 00 10)	
Cause Of Loss	Special Including Theft	
Valuation	Replacement Cost	
Coinsurance	100%	
Deductible	\$2,500	
Premium		\$ 6,229.00

Occupancy Number: 001	SCHOOL	Limit Of Insurance
Coverage	All Personal Property	\$388,500
Additional Interest Applies	No	
Coverage Form	Building And Personal Property (CP 00 10)	
Cause Of Loss	Special Including Theft	
Valuation	Replacement Cost	
Coinsurance	100%	
Deductible	\$2,500	
Premium		\$ 634.00

Business Income - Building: 001	SCHOOL	Limit Of Insurance
Coverage Form	Business Income And Extra Expense (CP 00 30)	
Risk Type	Educational Institutions	
Business Income		\$ 975,000
Extra Expense		Included
Additional Interest Applies	No	
Cause Of Loss	Special Including Theft	
Coinsurance	100%	
Premium		\$ 1,380.00

Throughout the Commercial Property Policy forms the following abbreviations may be used:
 BI = Business Income; BIEE = Business Income with Extra Expense; BLDG = Building; EE = Extra Expense;
 LOC = Location; OCC = Occupancy; SP = Special Property

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COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS

Policy Number: 00-1448-551

Named Insured:
CHARTHOUSE PUBLIC SCHOOLS

Agent Information:
ALLIANT INSURANCE SERVICES INC
Agent Number: 04271

Policy Period:
04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at the mailing address shown in the Common Policy Declarations.

TOTAL COMMERCIAL INLAND MARINE PREMIUM

Coverage Part Premium:	\$	950.00
Total Commercial Inland Marine Premium:	\$	950.00

COMPUTER SYSTEMS COVERAGE

		<u>Limit Of Insurance</u>	
		<u>Computer Equipment</u>	<u>Media and Data</u>
Property At Described Premises			
1: 2730 Mitchell Dr, Walnut Creek, CA		\$ 200,000	\$ 0
Deductible	\$ 500		
Coinsurance	100%		
Premium	\$ 950.00		

Special Provisions (if any):
Water Exclusion endorsement GCM 99 10 applies.
Theft From Unattended Vehicle Exclusion IH 99 23 applies.
Earthquake Exclusion endorsement GCM 99 09 applies.

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: 00-1448-551

Named Insured:
CHARTHOUSE PUBLIC SCHOOLS

Agent Information:
ALLIANT INSURANCE SERVICES INC
Agent Number: 04271

Policy Period:
04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at the mailing address shown in the Common Policy Declarations.

TOTAL COMMERCIAL GENERAL LIABILITY PREMIUM

Coverage Part Premium:	\$	14,784.00
Other Premium: Expense Constant	\$	100.00
Total Commercial General Liability Premium:	\$	14,884.00

The Classifications and Premium may be subject to change by audit.

LOCATION OF PREMISES

<u>Location Number</u>	<u>Address</u>
001	2730 Mitchell Dr, Walnut Creek, CA 94598-1602

LIMITS OF INSURANCE

General Aggregate Limit - Other Than Products - Completed Operations	\$	3,000,000
Products - Completed Operations Aggregate Limit	\$	3,000,000
Personal And Advertising Injury Limit - Any One Person Or Organization	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage To Premises Rented To You Limit - Any One Premises	\$	1,000,000
Medical Expense Limit - Any One Person	\$	15,000

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ADDITIONAL COVERAGES

Crisis Management Coverage

Crisis Event Aggregate Limit	\$	300,000
Individual Counseling Expenses Each Person Limit	\$	2,500
Medical Expenses Each Person Limit	\$	50,000
Individual Expenses Aggregate Limit	\$	200,000
Organizational Expenses Aggregate Limit	\$	100,000

Directors And Officers Liability And Educators Legal Liability Coverage

Directors And Officers Liability And Educators Legal Liability Each Claim Limit	\$	1,000,000
Directors And Officers Liability And Educators Legal Liability Aggregate Limit	\$	1,000,000
Deductible	\$	1,000
Coverage DO – Directors And Officers Liability		
Retroactive Date		11/01/2015
Coverage EL – Educators Legal Liability		
Retroactive Date		11/01/2015

Employee Benefits Liability Coverage

Employee Benefits Liability Each Employee Limit	\$	1,000,000
Employee Benefits Liability Aggregate Limit	\$	3,000,000
Deductible	\$	1,000
Retroactive Date		08/29/2016

Sexual Misconduct Liability Coverage

Sexual Misconduct Liability Each Claim Limit	\$	1,000,000
Sexual Misconduct Liability Aggregate Limit	\$	3,000,000
Sexual Misconduct Medical Expense Limit	\$	10,000

SCHEDULE OF LIABILITY CLASSIFICATIONS AND EXPOSURES

<u>Location Number</u>	<u>Classification</u>	<u>Class Code</u>	<u>Premium Basis</u>	<u>Annual Exposure</u>
001	Schools - private - high - Not-For-Profit only	47478	Per Student	171

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (Continued)

Policy Number: 001448551

<u>Location Number</u>	<u>Classification</u>	<u>Class Code</u>	<u>Premium Basis</u>	<u>Annual Exposure</u>
001	Schools-private-elementary, kindergarten or junior high-Not-For-Profit only	47476	Per Student	282
	Abuse Liability Coverage Endorsement	00601	Flat Charge	
	Alleged Perpetrator Civil Defense Coverage	00602	Flat Charge	
	Employee Benefits Liability Coverage (Claims-Made)	49993	Number Of Employees	47
	Sexual Misconduct Liability Coverage (Occurrence)	49990	Flat Charge	
	Directors And Officers Liability And Educators Legal Liability Coverage (Claims-Made)	49977	Number of Students	453
	Additional Insureds	49950	Additional Insureds	

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GuideOne Mutual Insurance Company

Insurance Policy: Educational Institutions



FOR CHARTHOUSE PUBLIC SCHOOLS

Your Agent

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COMMON POLICY DECLARATIONS

Policy Number: 00-1448-552

Named Insured and Mailing Address:

CHARTHOUSE PUBLIC SCHOOLS
2730 Mitchell Dr
Walnut Creek, CA 94598-1602

Agent Information:

ALLIANT INSURANCE SERVICES INC
701 B St
San Diego, CA 92101-8101
888-849-1337
Agent Number: 04271

Policy Period:

04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at your mailing address shown above.

DESCRIPTION OF BUSINESS

Business Description: Education with School (K-12)
Form of Business: Other

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS

	PREMIUM
Commercial Liability Umbrella Coverage Part	\$ 5,992.00
Total Policy Premium:	\$ 5,992.00

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

Countersigned by: _____
Authorized Representative Date

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COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: 00-1448-552

Named Insured:
 CHARTHOUSE PUBLIC SCHOOLS

Agent Information:
 ALLIANT INSURANCE SERVICES INC
 Agent Number: 04271

Policy Period:
 04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at the mailing address shown in the Common Policy Declarations.

FORMS AND ENDORSEMENTS APPLICABLE TO THE COMMERCIAL LIABILITY UMBRELLA COVERAGE PART:

Form Number	Edition Date	Description
CU 01 91	05 17	California Changes
CU 02 23	09 12	California Changes - Cancellation And Nonrenewal
CU 00 01	04 13	Commercial Liability Umbrella Coverage Form
CU 21 23	02 02	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CU 21 26	04 13	Exclusion - Cross Suits Liability
CU 21 27	12 04	Fungi Or Bacteria Exclusion
CU 21 30	01 15	Cap On Losses From Certified Acts Of Terrorism
CU 21 36	01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CU 21 55	06 08	Amended Terrorism Coverage - Covered Autos
CU 21 58	05 09	Communicable Disease Exclusion
CU 21 86	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
GCU 21 17	07 14	Exclusion - Lead Liability
GCU 21 23	08 15	Auto Exclusion
GCU 35 10	07 14	Educational Institutions Liability Umbrella Endorsement
GCU 70 51	07 14	Directors And Officers Liability And Educators Legal Liability Umbrella Coverage
GCU 71 51	07 14	Employee Benefits Liability Umbrella Coverage (Claims-Made)
GCU 72 10	07 14	Sexual Misconduct Liability Umbrella Coverage (Occurrence)
GCU 21 29	05 20	Exclusion - Asbestos

FORMS AND ENDORSEMENTS APPLICABLE TO MORE THAN ONE COVERAGE PART:

Form Number	Edition Date	Description
GN 28027	08 20	Communicable Disease Exclusion Endorsement Advisory Notice To Policyholders
GIL 00 01	07 14	Additional Common Policy Conditions

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THE COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS FORM(S) A PART OF THE COMMON POLICY DECLARATIONS.



COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS (Continued)

Policy Number: 001448552

Form Number	Edition Date	Description
GIL 42 20	03 16	Mutual Policy Provisions
IL 00 17	11 98	Common Policy Conditions
IL 09 85	12 20	Disclosure Pursuant To Terrorism Risk Insurance Act

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THE COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS FORM(S) A PART OF THE COMMON POLICY DECLARATIONS.



COMMON POLICY SCHEDULE OF NAMED INSURED(S)

Policy Number: 00-1448-552

Named Insured:

CHARTHOUSE PUBLIC SCHOOLS

Agent Information:

ALLIANT INSURANCE SERVICES INC
Agent Number: 04271

Policy Period:

04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at the mailing address shown in the
Common Policy Declarations.

Principal And Exclusive Location State: CA

CHARTHOUSE PUBLIC SCHOOLS

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THE COMMON POLICY SCHEDULE OF NAMED INSURED(S) FORM(S) A PART OF THE COMMON POLICY DECLARATIONS.



COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

Policy Number: 00-1448-552

Named Insured:
CHARTHOUSE PUBLIC SCHOOLS

Agent Information:
ALLIANT INSURANCE SERVICES INC
Agent Number: 04271

Policy Period:
04/01/2022 to 04/01/2023

At 12:01 A.M. Standard Time at the mailing address shown in the Common Policy Declarations.

TOTAL COMMERCIAL LIABILITY UMBRELLA PREMIUM

Coverage Part Premium:	\$	5,992.00
Total Commercial Liability Umbrella Premium:	\$	5,992.00

This Classifications and Premium may be subject to change by audit.

LIMITS OF INSURANCE AND RETENTION AMOUNT

Each Occurrence Limit	\$	5,000,000
Personal And Advertising Injury Limit	\$	5,000,000
Aggregate Limit	\$	5,000,000
Self-Insured Retention	\$	2,500

RETROACTIVE DATE (FOR CLAIMS-MADE COVERAGE ONLY)

Coverage	Retroactive Date
Coverage EB : Employee Benefits Liability	08/29/2016
Coverage EL : Educators Legal Liability	11/01/2015
Coverage DO : Directors And Officers Liability	11/01/2015

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SCHEDULE OF UNDERLYING INSURANCE

TYPE OF COVERAGE

LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY:

Insurer: GuideOne Mutual Insurance Company
Policy Number: 001448551
Policy Period: 04/01/2022 To 04/01/2023

General Aggregate Limit (Other Than Products – Completed Operations)	\$	3,000,000
Products – Completed Operations Aggregate Limit	\$	3,000,000
Personal And Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000

Directors And Officers Liability and Educators Legal Liability

Directors And Officers Liability and Educators Legal Liability Each Claim Limit	\$	1,000,000
Directors And Officers Liability and Educators Legal Liability Aggregate Limit	\$	1,000,000

Employee Benefits Liability

Employee Benefits Liability Each Employee Limit	\$	1,000,000
Employee Benefits Liability Aggregate Limit	\$	3,000,000

Sexual Misconduct Liability

Sexual Misconduct Liability Each Claim Limit	\$	1,000,000
Sexual Misconduct Liability Aggregate Limit	\$	3,000,000

EMPLOYERS LIABILITY:

Insurer: GuideOne Mutual Insurance Company
Policy Number: 010004743
Policy Period: 04/01/2022 To 04/01/2023

Bodily Injury By Accident – Each Accident Limit	\$	1,000,000
Bodily Injury By Disease – Policy Limit*	\$	1,000,000
Bodily Injury By Disease – Each Employee Limit	\$	1,000,000

* In any jurisdiction where the amount of Employers Liability Coverage provided by the underlying insurer is by law unlimited, the Employers Liability Limit(s) shown in this Schedule do not apply and no coverage shall be provided for Employers Liability under the Commercial Umbrella Liability Coverage Part.

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Insurance Policy: Educational Institutions



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY - INFORMATION PAGE

Policy Number: 01-0004-743

Previous Policy Number: 010004743

Item 1. The Insured and Mailing Address

CHARTHOUSE PUBLIC SCHOOLS
2730 Mitchell Dr
Walnut Creek, CA 94598-1602

Agent Information:

ALLIANT INSURANCE SERVICES INC
701 B St
San Diego, CA 92101-8101
888-849-1337
Agency Number: 04271

FEIN: 47-1506069

Legal Entity: Other

NAICS Code: 611110

Other Workplaces Not Shown Above: See Schedule of Names and Workplace Locations

Item 2. POLICY PERIOD

From 04/01/2022 To 04/01/2023 at 12:01 A.M., Standard Time at the Insured's mailing address

Item 3. COVERAGE

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	1,000,000	Each Accident
Bodily Injury by Disease:	\$	1,000,000	Policy Limit
Bodily Injury by Disease:	\$	1,000,000	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except the states designated in Item 3.A. of the Information Page and WA, WY, ND, OH.

D. This policy includes these endorsements and schedules: See Schedule of Forms and Endorsements

Item 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Schedule of Workers Compensation Classifications is subject to verification and change by audit. See Schedule of Workers Compensation Classifications below.

Total Estimated Annual Premium: \$ 23,028.51 Minimum Premium: \$ 750.00

Premium Adjustment Period: Quarterly Deposit Premium: \$

Countersigned Date: _____ Countersigned by: _____
Authorized Representative

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SCHEDULE OF FORMS AND ENDORSEMENTS

Form Number	Edition Date	Description
GN 24013	06 18	Workers Compensation And You
GN 24012	06 18	Policyholder Notice Of Audit And Claims Instructions
GN 24187	05 20	Policyholder Notice
GN 24167	07 17	California Insurance Guarantee Association (CIGA) Surcharge
GN 24168	07 17	California Workers' Compensation Insurance Rating Laws
GN 24174	07 18	Mutual Conditions (GMI)
WC 04 03 01 D	02 18	Policy Amendatory Endorsement - California
WC 04 03 10	01 95	Duty To Defend - California
WC 04 03 60 B	01 15	Employers Liability Coverage Amendatory Endorsement - California
WC 04 04 21	01 08	Optional Premium Increase Endorsement - California
WC 04 06 01 A	12 93	California Cancellation Endorsement
WC 04 06 04	09 20	COVID-19 Reporting Requirement Endorsement - California
WC 00 00 00 C	01 15	Workers Compensation And Employers Liability Insurance Policy
WC 00 04 06	08 84	Premium Discount Endorsement
WC 00 04 19	01 01	Premium Due Date Endorsement
WC 00 04 22 C	01 21	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

SCHEDULE OF NAMES AND WORKPLACE LOCATIONS

Location Number	Name	Address
001	Charthouse Public Schools	2730 Mitchell Dr Walnut Creek, CA 94598-1602
	FEIN: 47-1506069	Number of Employees: 63 NAICS Code: 611110

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Extension of Information Page

Policy Number: 01-0004-743

SCHEDULE OF WORKERS COMPENSATION CLASSIFICATIONS - California

State Employer ID Number:

NCCI Intrastate / Interstate Number: 048599499

<u>Location Number</u>	<u>Code Number</u>	<u>Classifications</u>	<u>Premium Basis Total Estimated Annual Remuneration</u>	<u>Rate Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
001	8875	Public Colleges Or Schools - All Employees - Including Cafeteria, Clerical Offic	2,500,000	0.9259	\$ 23,148.00
		Total Manual Premium			\$ 23,148.00
		Total Subject Premium			\$ 23,148.00
	9898	Experience Modification		0.7800	\$ -5,093.00
		Total Modified Premium			\$ 18,055.00
	9889	Schedule Debit		0.1500	\$ 2,708.00
		Total Standard Premium			\$ 20,763.00
	0063	Premium Discount			\$ -552.00
	9740	Terrorism	2,500,000	0.0611	\$ 1,528.00
	9971	Workers Compensation Administration Revolving Fund Assessment		0.019277	\$ 419.06
	9971	Uninsured Employers Benefits Trust Fund Assessment		0.001455	\$ 31.63
	9971	Subsequent Injuries Benefits Trust Fund Assessment		0.017451	\$ 379.37
	9971	Occupational Safety and Health Fund Assessment		0.009177	\$ 199.50
	9971	Labor Enforcement and Compliance Fund Assessment		0.007102	\$ 154.39
	9971	Workers Compensation Fraud Account Assessment		0.004856	\$ 105.56
	9970	California Insurance Guarantee Association Surcharge		0.0000	\$ 0.00
		California Total Estimated Annual Premium			\$ 23,028.51

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DECLARATIONS - PUBLIC LIABILITY POLICY

Policy Number: 0100184954-0
Producer Number: 29501
Name and Address: Professional Governmental UWs, LLC
 4870 Sadler Road, Suite 102
 Glen Allen, VA 23060

NAMED INSURED:	Charthouse Public Schools DBA Contra Costa School of Performing Arts
MAILING ADDRESS:	2730 Mitchell Walnut Creek, CA 94598
POLICY PERIOD:	FROM 04/01/2022 TO 04/01/2023 at 12:01 AM at the address of the named insured as shown above.

PUBLIC LIABILITY COVERAGE SECTION SUMMARY

(All dates below apply at 12:01 AM at the address of the named insured)						
If "NA" appears in the Limits of Insurance Column(s) for any Coverage Section(s) shown below, such Coverage Section was not purchased and no coverage is provided under this Policy with respect to that Coverage Section.						
Coverage Section	LIMIT OF INSURANCE - EACH CLAIM	LIMIT OF INSURANCE - AGGREGATE	SEPERATE OF SHARED AGGREGATE LIMITS OF INSURANCE	DEDUCTIBLE	RETROACTIVE DATE	PRIOR OR PENDING LITIGATION DATE
Public Entity Liability Coverage Section	N/A	N/A	N/A	N/A	N/A	N/A
Employment Practices Liability Coverage Section	\$2,000,000	\$2,000,000	N/A	\$75,000	08/29/2016	04/01/2022

TOTAL AGGREGATE LIMIT OF INSURANCE:	\$2,000,000
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PREMIUM AND COMPANY FEES

Premium:	\$17,499
Company Fee:	\$200
Total (of Premium and Company Fee):	\$17,699

OPTIONAL EXTENDED REPORTING PERIOD

Period (in Months)	Percentage of Policy Premium
See Policy General Terms and Conditions for details.	

ENDORSEMENT

Refer to ADF4001, SCHEDULE OF FORMS

NOTICE—WHERE TO REPORT A CLAIM

It is important that losses, claims or incidents (if incident reporting is permitted under the Policy) are reported in writing and directly to the Claims Department at Kinsale Insurance Company. Reporting losses, claims or incidents to an insurance agent or broker is not notice to the Kinsale Insurance Company Claims Department. Failure to report directly to Kinsale Insurance Company's Claims Department may jeopardize coverage under the Policy. The Claims Department can be contacted easily and quickly by e-mail, fax or U.S. mail.

By E-mail:

Newclaimnotices@kinsaleins.com

By FAX:

1-804-482-2762, Attention Claims Department

or

By Mail:

Claims Department
Kinsale Insurance Company
P. O. Box 17008
Richmond, Virginia 23226

Street Address:

2035 Maywill Street, Suite 100
Richmond, Virginia 23230

SCHEDULE OF FORMS

<i>Attached To and Forming Part of Policy</i> 0100184954-0	<i>Effective Date of Endorsement</i> 04/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Charthouse Public Schools
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

- PUBGEN1000-0517 - Declarations - Public Liability Policy
- ADF9013-0419 - Notice - Where To Report A Claim
- ADF4001-0110 - Schedule of Forms
- PUBEPL0001-0318 - Public Liability - Employment Practices Liability Coverage Section
- PUBGEN0001-1217 - Public Liability Policy
- PUBGEN3001-0621 - Exclusion - Class Action
- PUBGEN3002-0517 - Exclusion of Designated Person or Entity
- PUBGEN3003-0517 - Exclusion of Other Acts of Terrorism; Exclusion of Punitive Damages and NBCR Related Terrorism; Cap on Losses from Certified Acts of Terrorism
- PUBGEN3006-0821 - Exclusion - Communicable Disease
- ADF9010-0321 - Notice of Terrorism Insurance Coverage
- IL0985-1220 - Disclosure Pursuant to Terrorism Risk Insurance Act
- ADF9004-0110 - Signature Endorsement
- ADF9009-0110 - U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders

PUBLIC LIABILITY – EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTION

SECTION I – COVERAGE

A. Insuring Agreement

1. We will pay “loss” in excess of the Deductible that the “insured” is obligated to pay for a “claim” for a “wrongful act”.
2. This insurance applies only if:
 - a. Prior to the effective date of this Policy, no “insured” had knowledge of any “wrongful act” that could reasonably give rise to a “claim” made under this Policy;
 - b. No common fact, circumstance, situation, transaction, incident, event, service, advice or decision was reported as a “claim” or potential claim under any prior policy or disclosed in the application for this Policy or any previous insurance policy;
 - c. The “claim” is not based on, does not arise out of, directly or indirectly result from or in any way involve any “claim” as of the Prior or Pending Litigation Date shown on the Declarations as applicable to this Coverage Section;
 - d. The “claim” is for a “wrongful act” that first took place on or subsequent to the Retroactive Date shown on the Declarations as applicable to this Coverage Section and before the end of this “policy period”; and
 - e. The “claim” is first made against the “insured” during this “policy period” and is reported to us in writing during this “policy period”, or within an Optional Extended Reporting Period, if applicable.

B. Defense and Settlement

1. We have the right and duty to defend the “insured” against a covered “claim”. However, we have no duty to defend the “insured” against any “claim” to which this insurance does not apply. We may, at our discretion, investigate any potential “claim”.
2. We have the right to settle any “claim”, whether within or above the Deductible, but we will seek the “insured’s” written consent to any settlement. If the “insured” refuses to consent to any settlement we recommend that is acceptable to the claimant, our Limit of Insurance for such “claim” is limited to the amount in excess of the Deductible we would have paid as “damages” had the “insured” consented to settlement at that time, including any “defense costs” incurred up to the date of such refusal to settle.
3. The amount we will pay for “loss” is limited to and shall reduce the applicable Limit of Insurance. Our right and duty to defend or settle ends when we have paid the applicable Limit of Insurance. At that time, we shall have the right to withdraw from further defense, payment or settlement of any “claim” by tendering control of such “claim” to the “insured”, which agrees to accept such tender as a condition of this Policy.

C. Multiple Claims

All “claims” for “damages” to the same person or entity will be deemed to have been made on the date when the first of all such logically or causally connected “claims” was made against any “insured”. All “wrongful acts” that are logically or causally connected by any common fact, circumstance, situation, transaction, event, service, advice or decision will be considered one “wrongful act” and will be deemed to have taken place at the time the first of these related “wrongful acts” took place. All “claims” based upon such logically or causally connected “wrongful acts” shall be deemed to constitute a single “claim” and be subject to a single **LIMIT OF INSURANCE – EACH CLAIM**.

SECTION II – DEFINITIONS

Defined terms applicable to this Coverage Section are defined below and appear in quotation marks throughout this Coverage Section.

- A. “Bodily injury” means physical injury, physical pain or sickness or death of any person.
- B. “Claim” means:
1. A written demand for monetary damages or non-monetary relief, including injunctive relief, or for mediation, arbitration or the tolling or waiver of a statute of limitations; or
 2. A charge, complaint or other notice of commencement of federal, state, or local administrative proceedings by or before any agency with authority over the “named insured’s” or “public entity’s” employment practices.
- C. “Damages” means any compensatory amount any “insured” is legally obligated to pay as a result of a “claim” to which this Coverage Section applies, including judgments, awards and settlements, back pay, front pay, statutory attorneys’ fees and statutory liquidated damages.
- D. “Employee” means any past, present or future individual employed by and directed by the “named insured” or “public entity”, including volunteers and staff members, whether part-time, full-time, seasonal, or temporary, and “leased employees”.
- E. “Employment practices wrongful act” means any actual or alleged:
1. Violation of any federal, state, local or common law, prohibiting any kind of employment-related discrimination;
 2. Harassment, including any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment and including workplace harassment by non-employees;
 3. Abusive or hostile work environment;
 4. Wrongful discharge or termination of employment, whether actual or constructive;
 5. Breach of an implied or written employment contract or of promissory estoppels as long as another “employment practices wrongful act” is also alleged;
 6. Wrongful failure or refusal to hire or promote, or wrongful demotion;
 7. Wrongful failure or refusal to provide equal treatment or opportunities;
 8. Employment termination, disciplinary action, demotion or other employment decision that violates public policy or the Family Medical Leave Act or similar state or local law;
 9. Wrongful failure or refusal to adopt or enforce adequate workplace or employment practices, policies or procedures;
 10. Wrongful, excessive or unfair discipline;
 11. Negligent infliction of emotional distress, mental anguish, or humiliation;
 12. Retaliation, including retaliation for exercising protected rights, supporting in any way another’s exercise of protected rights, or threatening or actually reporting wrongful activity of an “insured” such as violation of any federal, state, or local “whistle blower” law;
 13. Wrongful deprivation of career opportunity, negligent evaluation or failure to grant tenure;
 14. Violation of the Uniformed Services Employment and Reemployment Rights Act; or
 15. Negligent hiring or negligent supervision of others, including wrongful failure to provide adequate training, in connection with 1. through 14. above;
- but only if the “employment practices wrongful act” is committed by an “insured” and directed against a “named insured’s” or “public entity’s” past, present, or future “employee”, or an applicant for employment with the “named insured” or “public entity”.
- F. “Insured” means the “named insured”, “public entity” and any “insured person”.
- G. “Insured person” means any lawfully elected or duly appointed official or “employee” of the “named insured” or “public entity” while acting for or on behalf of the “named insured” or “public entity”. “Insured person” includes the heir, executor, administrator, and legal representative of each “insured person”, in the event of death, incompetency or bankruptcy of such “insured person”, but only for liability arising out of any actual or alleged “wrongful act” of the “insured person”.

- H.** “Leased employee” means any “employee” who is leased to the “named insured” or “public entity” to perform work for or on behalf of the “named insured” or “public entity” and over whom the “named insured” or “public entity” controls the means and manner of their work.
- I.** “Loss” means “damages” and “defense costs”; however, “loss” shall not include:
1. Any fine, penalty, taxes or sanction of any type against any “insured”;
 2. Any matter or amount that is uninsurable by law;
 3. Any amount for which the “insured” is absolved from payment;
 4. Stock options or amounts reflecting the value of stock options;
 5. Amounts owed under employment contracts, partnership, stock or other ownership agreements, or any other type of contract;
 6. Severance pay;
 7. Disability, social security, workers’ compensation, medical, insurance, retirement or pension benefits, or settlement amounts representing benefits payments;
 8. The cost to modify any premises or provide any accommodation to any disabled person;
 9. The cost of instituting or conducting any program, procedure, or training;
 10. The cost of instating or reinstating employment, or providing any non-monetary relief;
 11. Any relief, whether monetary, non-monetary, or injunctive, imposed or agreed to in connection with criminal lawsuits or proceedings; or
 12. Punitive or exemplary damages, or the amount of any multiplied damages awarded that is in excess of the damage award so multiplied, even if the multiple damages are considered liquidated damages.
- J.** “Public entity” means:
A governmental body, department, unit, district, board or commission directly operated by the “named insured” and expressly included in its annual operating budget; however, “public entity” does not include any of the following unless it is specifically named as a “public entity” by endorsement to this Coverage Section of this Policy:
1. School or school district;
 2. Hospital, clinic, nursing home, rehabilitation facility, blood bank or other health care facility;
 3. Jail or detention facility;
 4. Law enforcement agency or firefighting authority;
 5. Electric or gas utility;
 6. Housing authority;
 7. Port authority; or
 8. Transit authority.
- K.** “Reduction-in-force” means notification to an “employee” that such “employee’s” employment was or will be suspended for an indefinite or definite period of time, or notification to an “employee” that such “employee” was or will no longer be employed by the “named insured”, whether such notification was immediate or as to the future.
- L.** “Wrongful act” means an “employment practices wrongful act”.

SECTION III – EXCLUSIONS

This Coverage Section does not apply to any “claim”:

- A.** Based upon, arising out of or in any way involving rights, duties, or liabilities of others, which any “insured” assumes under any contract or agreement, unless the “insured” would have been held legally liable in the absence of such contract or agreement.
- B.** For “bodily injury” or “property damage”.
- C.** Based upon, arising out of or in any way involving violation of any of the following:
1. The Fair Labor Standards Act (except the Equal Pay Act);
 2. The National Labor Relations Act;
 3. The Worker Adjustment and Retraining Notification Act;
 4. The Immigration Reform Control Act of 1986;
 5. The Consolidated Omnibus Budget Reconciliation Act of 1985;

6. The Occupational Safety and Health Act or any similar state or local program or any right to know law established for the health and safety of public employees;
7. The Employee Retirement Income Security Act of 1974;
8. Any workers' compensation, unemployment insurance, social security, disability benefits law; or
9. Any other provisions of any federal, state, or local statutory or common law including any actual or alleged violations of any federal, state or local wage and hour laws or regulations, whether or not such allegations are made in connection with any governmental or administrative proceeding.

Provided however,

- a. This exclusion **C.** will not apply to any "claim" of any actual or alleged retaliatory treatment on account of the exercise of rights pursuant to any such law; and
 - b. In the event a "claim" excluded from coverage by this exclusion **C.** also alleges "wrongful acts" otherwise covered by this Coverage Section, notwithstanding the provisions of **SECTION I – COVERAGE, B. DEFENSE AND SETTLEMENT**, we agree to pay only that portion of "loss" arising solely from such "wrongful acts" allegations and subject to all other terms, conditions and exclusions contained in this Coverage Section.
- D.** Based upon, arising out of or in any way involving any criminal act.
- E.** Based upon, arising out of or in any way involving any fraudulent act, dishonest act, or intentional act, error, or omission committed with knowledge of its wrongful nature. However, if such allegations involve a "claim" to which this insurance otherwise applies, we shall defend such allegations against the "insured" until a judgment or other final adjudication establishes, or such "insured" admits, that the act, error, or omission was committed, or personally acquiesced in, by such "insured".
- F.** Based upon, arising out of or in any way involving any fact, circumstance, or situation:
1. That was the subject of written notice given under any prior policy of which this Policy is a renewal or replacement;
 2. That was the subject of any written demand for monetary damages, administrative or arbitration proceeding or civil or criminal litigation, including but not limited to any Office of Federal Contract Compliance Programs audit against any "insured" as of the Prior and Pending Date identified on the Declarations, or the same or substantially the same fact, circumstance, or situation underlying or alleged in the prior matter; or
 3. That was identified in any summary or statement of claims or potential claims submitted in connection with the "application".
- G.** Based upon, arising out of or in any way involving any "reduction-in-force" that occurred during the period of one year prior to the inception date of this Policy or during the "policy period", and that resulted in the termination, or actual or constructive discharge, of ten percent (10%) or more of the "named insured's" total work force.
- H.** Based upon, arising out of or in any way involving any refusal, failure or inability of any "insured" to pay "earned wages" (as opposed to tort-based back pay or front pay damages) or for improper payroll deduction taken by any "insured" from any "employee" or purported "employee" including, but not limited to, (i) any unfair business practice claim alleged because of the failure to pay "earned wages", or (ii) any "claim" seeking "earned wages" because any "employee" or purported "employee" was improperly classified or mislabeled as exempt. "Earned wages" means wages, compensation of any kind or overtime pay for services rendered.
- I.** Based upon, arising out of or in any way involving any actual or alleged violation of the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003, the Fair Credit Reporting Act (FCRA), the Fair and Accurate Credit Transaction Act (FACTA), the Fair Debt Collection Practices Act (FDCPA) and any amendments to such laws; and including violation of any other statute, ordinance or regulation that limits or prohibits the printing, dissemination, disposal, collecting, recording, transmitting, communicating, sending or distribution of any material or information.
- J.** Based upon, arising out of or in any way involving any "employment practices wrongful act" arising out of any of the following, regardless of where the "employment practices wrongful act" takes place:

1. School or school district;
2. Hospital, clinic, nursing home, rehabilitation facility, blood bank or other health care facility;
3. Jails or detention facility;
4. Law enforcement agency or firefighting authority;
5. Electric or gas utility;
6. Housing authority;
7. Port authority; or
8. Transit authority.

This exclusion does not apply to any such body, department, unit, district, board or commission named as a "public entity" by endorsement to this Coverage Section of this Policy.

SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE

Regardless of the number of "insureds" or "claims" made, our liability is limited as follows:

- A.** The **LIMIT OF INSURANCE – EACH CLAIM** shown as applicable to this Coverage Section on the Declarations is our maximum liability for "loss" for each covered "claim" under this Coverage Section.
- B.** The **LIMIT OF INSURANCE – AGGREGATE** shown on the Declarations as applicable to this Coverage Section is our maximum liability for the sum of all "loss" under this Coverage Section, subject to the **LIMIT OF INSURANCE – EACH CLAIM**.
- C.** Under this Coverage Section, we shall be liable only for those amounts payable as "loss" incurred in a "claim" or suit which are in excess of the **DEDUCTIBLE** shown on the Declarations as applicable to this Coverage Section. Such Deductible applies to "loss" for each "claim" and shall be paid by the "named insured". If we advance payment of all or part of the Deductible, the "named insured" shall reimburse us within thirty (30) days of our request for reimbursement. This Deductible amount reduces the Limit of Insurance payable under this Coverage Section.

PUBLIC LIABILITY POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. THE COVERAGE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST AN INSURED DURING THE POLICY PERIOD AND BE REPORTED IN WRITING TO THE COMPANY WITHIN THE POLICY PERIOD OR AN EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF INSURANCE WILL BE REDUCED BY PAYMENT OF LOSS, INCLUDING DAMAGES AND DEFENSE COSTS. PLEASE READ THE ENTIRE POLICY CAREFULLY.

GENERAL TERMS AND CONDITIONS

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

In consideration of payment of the premium, in reliance upon all statements made and information furnished to us, including the statements and information provided in the "application" which are made part of this Policy, and subject to all the terms, conditions and limitations of this Policy, its applicable Coverage Sections and its endorsements, we agree with the "insured" as follows:

A. SEVERABILITY OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to each and every Coverage Section of this Policy. The terms and conditions of each separate Coverage Section apply only to that Coverage Section and shall not be construed to apply to any other Coverage Section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms, conditions and limitations of any Coverage Section, the terms, conditions and limitations of such Coverage Section shall control for purposes of that Coverage Section.

B. DEFINITIONS

The words "we", "us" and "our" refer to the Company providing this insurance. Words and phrases that appear in quotation marks are defined below in these General Terms and Conditions, and that meaning shall apply in any Coverage Section in which these words and phrases appear. Words and phrases that appear in quotation marks and are defined in a particular Coverage Section have the meaning set forth in that particular Coverage Section, and that meaning shall apply for purposes of that particular Coverage Section. All definitions shall apply equally to the singular and plural forms of the respective terms.

1. "Application" means any application, supplemental application or renewal application, and any other information furnished to us for this Policy and for all previous policies issued by us to the "insured" providing uninterrupted coverage until the effective date of this Policy.
2. "Claim" shall have the meaning set forth in the applicable Coverage Section.
3. "Damages" shall have the meaning set forth in the applicable Coverage Section.
4. "Defense costs" means:
 - a. Attorneys' fees, expert witness fees and other fees and costs including pre-judgment and post-judgment interest, paid by us or by the "insured" with our prior written consent, in the investigation and defense of a covered "claim";
 - b. All other fees, costs and expenses resulting from the investigation, defense, settlement and appeal of a covered "claim" authorized with our prior written consent;
 - c. Premiums for bonds required as a result of a covered "claim", including bonds to release attachments, but only for bond amounts not exceeding the applicable Limit of Insurance.

If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer. Post-judgment interest includes interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

"Defense costs" shall not include salaries, wages, benefit expenses or overhead of any of our employees or of any "insured", or any amounts incurred in defense of any "claim" that any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty.

5. "Insured" shall have the meaning set forth in the applicable Coverage Section.

6. "Insured person" shall have the meaning set forth in the applicable Coverage Section.
7. "Loss" shall have the meaning set forth in the applicable Coverage Section.
8. "Minimum earned premium" means twenty-five percent (25%) of the combined sum of the total policy premium shown on the Declarations and any premium adjustments by endorsement.
9. "Named insured" means the entity shown first as **NAMED INSURED** on the Declarations.
10. "Public entity" shall have the meaning set forth in the applicable Coverage Section.
11. "Policy period" means the period shown on the Declarations, unless earlier cancelled.
12. "Property damage" means physical injury to tangible property, including all resulting loss of use of that property; or loss of use of tangible property that is not physically injured. Tangible property includes electronic data which means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
13. "Wrongful act" shall have the meaning set forth in the applicable Coverage Section.

C. LIMITS OF INSURANCE AND DEDUCTIBLES

1. The **LIMITS OF INSURANCE** for Each Coverage Section as shown on the Declarations are the maximum Limits of Insurance for "claims" as described in each particular Coverage Section of this Policy. These Limits of Insurance pertain only to the Coverage Section for which they are shown.

THE TOTAL AGGREGATE LIMIT OF INSURANCE amount shown on the Declarations shall be our maximum Limit of Insurance for all "claims" for "loss" during the "policy period" under all Coverage Sections.

If the Coverage Summary section of the Declarations shows that the Limits of Insurance for Each Coverage Section are **SHARED AGGREGATE LIMITS OF INSURANCE**, then, subject to the **TOTAL AGGREGATE LIMIT OF INSURANCE** amount shown on the Declarations, a reduction in the Limit of Insurance applicable to one Coverage Section will reduce the Limit of Insurance available under any other Coverage Section.

If the Coverage Summary section of the Declarations shows that the Limits of Insurance for Each Coverage Section are **SEPARATE AGGREGATE LIMITS OF INSURANCE**, then a reduction in the Limit of Insurance applicable to one Coverage Section shall not reduce the Limit of Insurance under any other Coverage Section.

2. In the event that a "claim" is covered under more than one Coverage Section of this Policy, the maximum limit of insurance for the "claim" shall not exceed the highest **LIMIT OF INSURANCE – EACH CLAIM** available under any one Coverage Section.

If two or more insurance policies issued by us or any of our affiliated companies apply to the same "claim", the most we shall be liable for under all such policies is the Limit of Insurance of that policy with the highest applicable Limit of Insurance. If the Limit of Insurance on each policy is the same, only one limit will apply. This provision will not apply to any insurance policy issued by us or an affiliated company to apply specifically as excess insurance over this Policy.

All "wrongful acts" that are logically or causally connected by any common fact, circumstance, situation, transaction, event, service, advice or decision will be considered one "wrongful act." All "claims" based upon such logically or causally connected "wrongful acts" shall be deemed to constitute a single "claim" and be subject to a single **LIMIT OF INSURANCE – EACH CLAIM**.

3. Deductible amounts reduce the Limit of Insurance payable under the applicable Coverage Section. The application of a Deductible under one Coverage Section shall not reduce the Deductible under any other Coverage Section.

D. TERRITORY

This Policy applies to “wrongful acts” of any “insured” anywhere in the world; provided, however, that any such “claim” must be brought in the United States, its territories or possessions, or Canada.

E. WHEN THERE IS A CLAIM

The “insured” shall immediately provide us with written notice of any “claim”. The “insured” shall immediately provide us with any demands, notices, summons or other documents received in connection with the “claim”, authorize us to obtain records and other information, and cooperate with us in the investigation, defense or settlement of the “claim”.

All “insureds” shall assist us in the enforcement of any right against any person or organization that may be liable to any “insured” because of “loss” to which this insurance may also apply.

No “insured” will make a payment, accept liability, assume any obligation or incur any expense without first obtaining our approval, except at that “insured’s” own cost.

F. AUTOMATIC ADDITIONAL TIME IN WHICH TO REPORT CLAIMS FIRST MADE AT THE END OF THE POLICY PERIOD

If a “claim” to which this Policy applies is first made against any “insured” during the last fourteen (14) calendar days of the “policy period”, such “claim” will be treated as if it had been reported to the Company during this “policy period”, but only if:

1. The “claim” results from a “wrongful act” committed on or subsequent to the applicable Coverage Section Retroactive Date and before the end of the “policy period”; and
2. The “insured” demonstrates reasonable effort to have reported such “claim” to us; and
3. The “insured” provides us with written notice of such “claim” no later than thirty (30) calendar days after the end of the “policy period”.

This provision does not apply to any “claim” that is covered in whole or in part under any other insurance, except insurance purchased specifically to apply as excess over this Policy. This applies whether that other insurance is issued by the Company or any other insurer, and to any “claim” that would be covered by that other insurance but for the exhaustion of the limit of insurance or the failure of any “insured” to comply with the terms and conditions of that other insurance.

This provision does not apply if an Optional Extended Reporting Period has been purchased.

G. OPTIONAL EXTENDED REPORTING PERIOD

If this Policy is cancelled or is not renewed for reasons other than non-payment of premium or Deductible, non-compliance with this Policy’s terms and conditions, or for misrepresentation or fraud, the “named insured” shall have the right to purchase an Optional Extended Reporting Period. If this Optional Extended Reporting Period is purchased, the “insured” may report to us a “claim” to which this Policy applies, that is first made against an “insured” during such Optional Extended Reporting Period, but only if such “claim” results from a “wrongful act” committed on or subsequent to the applicable Coverage Section Retroactive Date and before the end of the “policy period”.

The Optional Extended Reporting Period shall be subject to all the terms and conditions of this Policy. The following additional terms and conditions apply to the Optional Extended Reporting Period:

1. The “named insured” must provide us a written request for the Optional Extended Reporting Period endorsement and pay any premium due within thirty (30) days after the end of the “policy period”. The Optional Extended Reporting Period will not go into effect unless the additional premium is paid promptly when due.
2. The Optional Extended Reporting Period is only provided by endorsement for an additional premium computed as a percentage of the combined sum of the policy premium shown on the Declarations and any premium adjustments by endorsement, not including a cancellation endorsement, if applicable.
3. The premium for the Optional Extended Reporting Period is deemed fully earned and is non-refundable the first day the Optional Extended Reporting Period is effective. Once in effect, the Optional Extended Reporting Period may not be cancelled by any “insured” or us.

4. The Limit of Insurance for “claims” made during the Optional Extended Reporting Period is considered part of, and not in addition to, the Limit of Insurance for this Policy. There shall be no reinstatement of Limits of Insurance under any Optional Extended Reporting Period. The fact that the period during which “claims” may be first made and reported to us under this Policy is extended by activation of the Optional Extended Reporting Period does not in any way increase the available Limits of Insurance of this Policy.
5. The Optional Extended Reporting Period does not apply to any “claim” that is covered in whole or in part under any other insurance, except insurance purchased specifically to apply as excess over this Policy. This applies whether that other insurance is issued by the Company or any other insurer, and to any “claim” that would be covered by that other insurance but for the exhaustion of the limit of insurance or the failure of any “insured” to comply with the terms and conditions of that other insurance.

H. GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of any “insured” or of any “insured’s” estate will not relieve us of our obligations under this Policy.

2. Legal Action Against Us

- a. No action may be brought against us unless there has been full compliance with all of the terms of this Policy and the ultimate amount of the “insured’s” responsibility has been finally concluded either by a trial judgment against the “insureds” or by written agreement with the “insureds”, all claimants, and us;
- b. No person or organization has any right under this Policy to join us as party into any suit to determine the liability of any “insured”.

3. Representations

By accepting this Policy, the “insureds” agree that:

- a. The “application” and all other information and statements provided to us are true, accurate and complete;
- b. The “application” and all other information and statements provided to us are representations and warranties made to us on behalf of all “insureds”;
- c. This Policy was issued in reliance upon the truth and accuracy of those representations and warranties; and
- d. Concealment, misrepresentation or fraud in the procurement of this Policy, which if known by us, would have led us to refuse to enter into this contract at its current terms, conditions or pricing, or to provide coverage for a “claim” hereunder, will be deemed material and this Policy shall be void. In such an event, the Company shall have no obligation to return any portion of the premium.

4. Subrogation

If any “insured” has rights to recover all or part of any “loss” that we paid under this Policy, those rights are transferred to us. “Insureds” must do nothing to harm these rights and will cooperate with us to enforce these rights.

5. “Named Insured” Responsibilities

The “named insured” shall act on behalf of all “insureds” for completing the “application” for this insurance, giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, paying the Deductible, agreeing to any changes in this Policy, and electing whether or not to purchase the Extended Reporting Period described in item **G. OPTIONAL EXTENDED REPORTING PERIOD**.

6. Spousal Extension

If a “claim” against an “insured” includes a claim against the lawful spouse or domestic partner of such “insured” solely by reason of (a) such spousal or domestic partner status, or (b) such spouse’s or domestic partner’s ownership interest in property or assets that are sought as recovery for a “wrongful act”, any such “claim” shall be deemed to be a “claim” against an “insured”.

All terms and conditions of this Policy, including the Deductible, will be applicable to such "claim", provided however that extension of coverage afforded by this Spousal Extension shall not apply to the extent the "claim" alleges any act, error, omission, statement, neglect, or breach of duty by such spouse or domestic partner.

7. Cancellation and Non-Renewal

a. Cancellation

- 1) The "named insured" may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- 2) We may cancel this Policy by mailing or delivering to the "named insured" listed first in the Declarations of this Policy, written notice of cancellation at least:
 - i. Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium or non-payment of Deductible; or
 - ii. Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- 3) We will mail or deliver our notice to the "named insured's" last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 4) Notice of cancellation will state the effective date of cancellation. The "policy period" will end on that date.
- 5) If this Policy is cancelled, we will send the "named insured" any refund due. If we cancel for reasons other than non-payment of premium, the refund will be pro rata. If we cancel due to non-payment of premium or if the "named insured" cancels for any reason, the refund may be less than pro rata and is subject to the "minimum earned premium". The cancellation will be effective even if we have not made or offered a refund.

b. Non-Renewal

- 1) If we elect not to renew this Policy, we shall mail written notice to the "named insured's" last mailing address known to us. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the "policy period".
- 2) If notice is mailed, proof of mailing will be sufficient proof of notice.

8. Other Insurance

This Policy shall be excess over any other applicable insurance, deductible or self-insured retention, whether such insurance, deductible or self-insured retention is contributory, excess, primary or otherwise, unless such insurance, deductible or self-insured retention specifically applies in excess of any limit of insurance for this Policy or any Coverage Section.

9. Change in Exposure

If during the "policy period" the "named insured" ceases operations or legally dissolves its existence, whether willfully or through legal or legislative action, the "named insured" must give written notice of such event to the Company within fifteen (15) days and provide us with all information that we deem necessary and coverage under this Policy will cease with respect to "wrongful acts" after such event. After any such event, this Policy may not be cancelled by the "named insured" and the entire premium for this Policy will be deemed fully earned.

10. Fraudulent Acts

If any "insured" commits fraud in connection with any "claim" submitted to the Company, this insurance shall become void from the date such fraudulent "claim" is submitted. In such an event, the Company shall have no obligation to return any portion of the premium.

11. Assignment of Interest Limitation

Assignment of interest by the "insured" under this Policy shall not bind us unless we agree and endorse the assignment onto this Policy.

12. Service of Suit

In the event of the failure of the Company to pay any amount claimed to be due under this Policy, the Company will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada. All matters arising under this Policy shall be determined in accordance with the choice of law rules of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any Court of competent jurisdiction in the

United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

Service of process in any such suit may be made upon the President and Chief Executive Officer of the Company or his designee at the address shown on the Declarations of this Policy. In any suit instituted upon this contract and against the President and Chief Executive Officer of the Company or his designee, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The President and Chief Executive Officer of the Company or his designee are authorized and directed to accept service of process.

Pursuant to any statute of any state, territory or district of the United States of America, the Company designates the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the "insured" or any beneficiary under this Policy arising out of this contract of insurance. The Company designates the above-named as the person to whom said officer is authorized to mail such process or a true copy of such process.

13. Binding Arbitration

All disputes under this policy shall be subject to binding arbitration as follows:

- a. All disputes over coverage or any rights afforded under this Policy, including whether an entity or person is an "insured" or the effect of any applicable statutes or common law upon the contractual obligations owed, shall be submitted to binding arbitration, which shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

The arbitration forum and process shall be agreed to by the parties. In the event the parties cannot agree on an arbitration forum and process, the matter shall be submitted to the American Arbitration Association. The Arbitration shall be before a panel of three arbitrators, unless the parties agree to one arbitrator, all of whom shall have experience in insurance coverage of the type afforded by this Policy. If the parties select a panel of three arbitrators, each party shall select an arbitrator and the chosen arbitrators shall select a third arbitrator. The American Arbitration Association shall decide any disputes concerning the selection of the Arbitrators. The potential arbitrators from which the arbitrators shall be selected shall not be confined to those provided by the American Arbitration Association. Each party shall bear the costs of its arbitrator and shall share equally the costs of the third arbitrator and arbitration process. In the event of a single arbitrator, the cost shall be shared equally by the parties. The decision of the arbitration is final and binding on the parties.

- b. All disputes regarding payment(s) owed under this policy for any deductible or premium, including but not limited to any audit premium, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the AAA Expedited Procedures. This arbitration shall be the sole and exclusive means to resolve the dispute. Either party may initiate the binding arbitration.

Each party will provide relevant documents in support of its position. In order to eliminate undue burden and expense, there shall be no other discovery allowed. The arbitration will be based solely on the documents submitted by the parties and there shall be no in-person or oral hearing. The disputes shall be decided by a single arbitrator. The arbitrator's decision shall be accompanied by a reasoned opinion and shall be binding upon all parties. Any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction to enforce such judgment or award. Each party shall bear its own costs and expenses and an equal share of the arbitrator's fee and any administrative fees associated with the arbitration.

Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CLASS ACTION

<i>Attached To and Forming Part of Policy</i> 0100184954-0	<i>Effective Date of Endorsement</i> 04/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Charthouse Public Schools
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

PUBLIC LIABILITY - ALL COVERAGE SECTIONS

The following exclusion is added to this Policy and applies to each Coverage Section of this Policy:

This insurance does not apply to any "claim" brought, in whole or in part, as or within a "class action" proceeding. This exclusion applies to the entire "claim", regardless that any cause of action or allegation, or any portion thereof, included in such "class action" proceeding is brought solely as to an individual or group of individuals that is less than the entire purported class.

"Class action" means any civil action filed under Rule 23 of the Federal Rules of Civil Procedure, or similar state statute or rule of judicial procedure, authorizing an action to be brought on behalf of a class by one or more representative persons. This includes, without limitation, any "claim" brought under the California Private Attorneys General Act.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF DESIGNATED PERSON OR ENTITY

<i>Attached To and Forming Part of Policy</i> 0100184954-0	<i>Effective Date of Endorsement</i> 04/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Charthouse Public Schools
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

PUBLIC LIABILITY - ALL COVERAGE SECTIONS

SCHEDULE

Excluded Person or Entity
Salam Mustafa
Brittany Schlaeguada

The following exclusion is added to this Policy and applies to each Coverage Section of this Policy:

This insurance does not apply to any "claim" based upon, arising out of or in any way involving the person or entity named in the above Schedule.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF OTHER ACTS OF TERRORISM;
EXCLUSION OF PUNITIVE DAMAGES AND NBCR RELATED TERRORISM;
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

<i>Attached To and Forming Part of Policy</i> 0100184954-0	<i>Effective Date of Endorsement</i> 04/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Charthouse Public Schools
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

PUBLIC LIABILITY - ALL COVERAGE SECTIONS

A.The following exclusions are added to this Policy:

This insurance does not apply to:

OTHER ACT OF TERRORISM

“Loss” resulting from any “claim” based upon, attributable to, or arising directly or indirectly out of an “other act of terrorism”. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an “other act of terrorism” and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

In the event of an “other act of terrorism” that is not subject to this exclusion, coverage does not apply to any “loss” resulting from any “claim” that is otherwise excluded under this Policy or below.

TERRORISM PUNITIVE DAMAGES

Punitive damages awarded as a result of “loss” arising directly or indirectly out of any act of terrorism, including but not limited to any “other act of terrorism” or “certified act of terrorism”.

TERRORISM – NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL (NBCR)

“Loss” arising directly or indirectly out of any act of terrorism, including but not limited to any “other act of terrorism” or “certified act of terrorism” that involves any violent act, including the threat of any activity or preparation for any activity that involves the use, release, dispersal, discharge, escape or application of nuclear materials, or directly results

in nuclear reaction or radiation or radioactive contamination; or pathogenic or poisonous biological or chemical materials.

B. The following definitions are added to this Policy:

- 1.** "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a.** 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;
 - b.** The act resulted in damage:
 - (1)** Within the United States (including its territories and possessions and Puerto Rico); or
 - (2)** Outside of the United States in the case of:
 - (a)** An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b)** The premises of any United States mission; and
 - c.** 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.
- 2.** "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C.** With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - COMMUNICABLE DISEASE

<i>Attached To and Forming Part of Policy</i> 0100184954-0	<i>Effective Date of Endorsement</i> 04/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Charthouse Public Schools
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance under the following:

PUBLIC LIABILITY - ALL COVERAGE SECTIONS

The following exclusion is added to this Policy and applies to each Coverage Section of this Policy:

This Policy does not apply to any "claim":

Arising directly or indirectly out of, related to, or in any way involving the inhalation of, absorption of, ingestion of, contact with, exposure to, existence of, or presence of any form of communicable disease.

This exclusion applies, but is not limited to the following:

1. Providing or failing to provide any supervision, instructions, recommendations, warnings, or advice related to any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any communicable disease;
2. Failure to provide an environment safe from communicable disease or the actual, alleged or threatened transmission to others;
3. The prevention or suppression, or failure to prevent or suppress communicable disease or the actual, alleged, or threatened transmission to others;
4. The reporting or failure to report to the proper authorities;
5. The negligent hiring, employment, training, supervision, or retention of any "insured", "employee", agent or other person with respect to 1. through 4. above; or
6. Any "loss", cost or expense arising out of, related to, or in any way involving any "claim", request, or demand that any "insured":
 - a. Assess the presence, absence, amount, or effects of any communicable disease; or
 - b. Identify, sample, test, monitor, clean up, remove, dispose of, or neutralize the effects of any communicable disease in any building, material, animal, or product; or
 - c. Respond to a communicable disease in any manner other than as described in a. or b. above.

This exclusion applies regardless of whether communicable disease is the initial precipitating cause or is in any way a cause of injury or damage and regardless of whether any other actual or alleged cause, event, material or product contributed concurrently, proximately, or in any sequence to such injury or damage, including whether any actual or alleged injury or damage arises out of a chain of events that includes communicable disease.

As used in this exclusion, communicable disease includes, without limitation:

1. Any infectious or contagious disease caused by any pathogen including, but not limited to, virus, bacterium, prion, or protozoa or other microorganism;
2. Any sexually transmitted disease, including but not limited to Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having the same, or to substances or materials contaminated with the same, or fear of contracting Acquired Immunodeficiency Syndrome, Human Immunodeficiency Virus, or any other communicable disease; or

3. Any other infectious or contagious disease transmissible by direct contact with an affected individual or the individual's discharges or by indirect means.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended (“the Act”), the Company must make available insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. This Policy includes such coverage for damages arising out of certified acts of terrorism and is limited by the terms, conditions, exclusions, limits, other provisions of the coverage quote or renewal application/questionnaire to which this offer is attached and by the Policy, any endorsements to the Policy and generally applicable rules of law.

The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM FOR WHICH THIS POLICY PROVIDES COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THE FORMULA, BEGINNING ON JANUARY 1, 2020, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

NO PREMIUM IS CHARGED FOR THIS COVERAGE NOR IS ANY CHARGE MADE FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS’ LIABILITY FOR LOSSES, RESULTING FROM CERTIFIED “ACTS OF TERRORISM” WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR “INSURED LOSSES” AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN “ACTS OF TERRORISM”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

<i>Attached To and Forming Part of Policy</i> 0100184954-0	<i>Effective Date of Endorsement</i> 04/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Charthouse Public Schools
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

SCHEDULE

SCHEDULE - PART I	
Terrorism Premium (Certified Acts)	\$0
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	

Additional information, if any, concerning the terrorism premium:

SCHEDULE - PART II

Federal Share of Terrorism Losses	80%
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE ENDORSEMENT

<i>Attached To and Forming Part of Policy</i> 0100184954-0	<i>Effective Date of Endorsement</i> 04/01/2022 12:01AM at the Named Insured address shown on the Declarations	<i>Named Insured</i> Charthouse Public Schools
<i>Additional Premium:</i> \$0	<i>Return Premium:</i> \$0	

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS

By signing and delivering this policy to you, we state that it is a valid contract when signed as below by our authorized representatives.



Secretary



President

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

ADVISORY NOTICE TO POLICYHOLDERS

This Notice shall not be construed as part of your policy and no coverage is provided by this Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages your policy provides.

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 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—<http://www.treas.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 and no premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Charthouse Public Schools, Contra Costa School of Performing Arts

Policy Number: SRG 0009151982

BLANKET ACCIDENT INSURANCE

Policy Amendment No. 7

This Policy Amendment is attached to and made part of the Policy effective April 1, 2022 at 12:01 AM, Standard Time at the address of the Policyholder. Any changes in coverage apply only with respect to accidents that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Amendment.

It is hereby Understood and Agreed that the Policy is renewed for the period commencing April 1, 2022 and ending April 1, 2023.

Annual Premium Due: \$1,935.00

This Policy Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Policy Amendment.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

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

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

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

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

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

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

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

Questions?

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

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

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

Who we are

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

What we do

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

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

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

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

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

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

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

Definitions

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

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

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

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

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

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

Other important information

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

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

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

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

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

**IMPORTANT NOTICE TO OUR CUSTOMERS
REGARDING THE
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

POTENTIAL ACTIONS BY US

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See

<https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

Edition Date: 5/2016

NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the “Company”):

American General Life Insurance Company¹
The United States Life Insurance Company in the City of New York
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

<p><i>HIPAA Privacy Officer</i> 2919 Allen Parkway L3-20 Houston, TX 77019 hipaaquestions@aig.com</p>	
Phone Numbers:	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-888-2452
AIG’s Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

¹ This Company does not solicit business in New York.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Charthouse Public Schools, Contra Costa School of Performing Arts

Policy Number: SRG 0009151983

BLANKET ACCIDENT INSURANCE

Policy Amendment No. 7

This Policy Amendment is attached to and made part of the Policy effective April 1, 2022 at 12:01 AM, Standard Time at the address of the Policyholder. Any changes in coverage apply only with respect to accidents that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Amendment.

It is hereby Understood and Agreed that the Policy is renewed for the period commencing April 1, 2022 and ending April 1, 2023.

Annual Premium Due: \$738.00

This Policy Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Policy Amendment.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

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

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

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

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

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

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

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

Questions?

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

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

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

Who we are

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

What we do

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

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

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

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

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

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

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

Definitions

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

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

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

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

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

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

Other important information

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

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

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

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

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

**IMPORTANT NOTICE TO OUR CUSTOMERS
REGARDING THE
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

POTENTIAL ACTIONS BY US

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See

<https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

Edition Date: 5/2016

NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the “Company”):

American General Life Insurance Company¹
The United States Life Insurance Company in the City of New York
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

<p><i>HIPAA Privacy Officer</i> 2919 Allen Parkway L3-20 Houston, TX 77019 hipaaquestions@aig.com</p>	
Phone Numbers:	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-888-2452
AIG’s Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

¹ This Company does not solicit business in New York.



BEAZLEY BREACH RESPONSE

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

These Declarations along with the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy, and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

GENERAL INFORMATION

Underwriters:	Syndicate 2623/623 at Lloyd's.
Named Insured:	Charthouse Public Schools
Named Insured Address:	190 N Wiget Ln Walnut Creek, CA 94598-2402
Notice of Claim, Loss or Circumstance:	Beazley Group Attn: Cyber & Tech Claims Group 45 Rockefeller Plaza, 16th Floor New York, NY 10111 cyber&techclaims@beazley.com
Breach Response Services Team:	bbr.claims@beazley.com (866) 567-8570 (24 Hours)
Administrative Notice:	Beazley USA Services, Inc. 30 Batterson Park Road Farmington, CT 06032 Tel: (860) 677-3700 Fax: (860) 679-0247



POLICY INFORMATION

Policy Number: W31F31220101

Authority Reference Number: B6012BUSANMSL2201

Policy Period: From: 01-Apr-2022 To: 01-Apr-2023
Both at 12:01 a.m. Local Time at the Named Insured Address

Premium: \$4,790
Taxes & Surcharges (if applicable)

Policy Form: Beazley Breach Response (F00653 112017 ed.) with
BBR Information Pack

Optional Extension Period: 12 Months

Optional Extension Premium: 100% of the Annual Policy Premium

Notified Individuals Threshold: 100 Notified Individuals

Waiting Period: 8 Hours

Continuity Date: 01-Apr-2019

COVERAGE SCHEDULE (Currency in USD)

	Limit	Retention
Breach Response		
Notified Individuals:	\$100,000	
Legal, Forensic & Public Relations/Crisis Management:	\$1,000,000	\$2,500; but \$1,250 for Legal
THE BREACH RESPONSE LIMITS ABOVE ARE IN ADDITION TO THE POLICY AGGREGATE LIMIT OF LIABILITY		
Policy Aggregate Limit of Liability:	\$1,000,000	
Additional Breach Response Limit		
Additional Breach Response Limit:	\$1,000,000	
First Party Loss		
Business Interruption Loss:		
<i>Resulting from Security Breach:</i>	\$1,000,000	each incident \$2,500
<i>Resulting from System Failure:</i>	\$1,000,000	each incident \$2,500
Dependent Business Loss:		
<i>Resulting from Dependent Security Breach:</i>	\$100,000	each incident \$2,500
<i>Resulting from Dependent System Failure:</i>	\$100,000	each incident \$2,500
Cyber Extortion Loss:	\$1,000,000	each incident \$2,500
Data Recovery Costs:	\$1,000,000	each incident \$2,500
Liability		
Data & Network Liability:	\$1,000,000	each Claim \$2,500
Regulatory Defense & Penalties:	\$1,000,000	each Claim \$2,500
Payment Card Liabilities & Costs:	\$1,000,000	each Claim \$2,500
Media Liability:	\$1,000,000	each Claim \$2,500
eCrime		
Fraudulent Instruction:	\$250,000	each loss \$2,500
Funds Transfer Fraud:	\$250,000	each loss \$2,500
Telephone Fraud:	\$250,000	each loss \$2,500
Criminal Reward		
Criminal Reward:	\$50,000	

ENDORSEMENTS EFFECTIVE AT INCEPTION

1.	SCHEDULE2022	Lloyd's Security Schedule 2022
2.	BSLMUNMA2868	Lloyd's Certificate - No policy language
3.	LMA9098A	CA Surplus Lines Notice (Post Bind)
4.	NMA1256	Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
5.	NMA1477	Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
6.	E02804 032011 ed.	Sanction Limitation and Exclusion Clause
7.	E10602 112017 ed.	War and Civil War Exclusion
8.	E10595 112017 ed.	Asbestos, Pollution, and Contamination Exclusion Endorsement
9.	E11122 012018 ed.	Cap on Losses Arising Out of Certified Acts of Terrorism
10.	E10596 122019 ed.	Choice of Law and Service of Suit
11.	E11294 032018 ed.	Amend Data Recovery Costs
12.	E12604 012019 ed.	Amend Definition of Data
13.	E06799 112017 ed.	Amend Definition of Fraudulent Instruction
14.	E07594 112017 ed.	Amend Notified Individuals Threshold
15.	E12698 022019 ed.	Amend Other Insurance Clause – Primary With Respect To Breach Response Services And First Party Loss
16.	E11783 072018 ed.	Computer Hardware Replacement Cost
17.	E10675 012019 ed.	Contingent Bodily Injury With Sublimit Endorsement
18.	E12968 052019 ed.	CryptoJacking Endorsement
19.	E11290 032018 ed.	GDPR Cyber Endorsement
20.	E11848 072018 ed.	Invoice Manipulation Coverage
21.	E10944 032019 ed.	Post Breach Remedial Services Endorsement
22.	E13038 062019 ed.	Reputation Loss
23.	E12967 052019 ed.	Voluntary Shutdown Coverage
24.	E06928 082020 ed.	Policyholder Disclosure Notice of Terrorism Insurance Coverage
25.	E13915 052020 ed.	Employee Device Endorsement
26.	E13372 092019 ed.	State Consumer Privacy Statutes Endorsement

Dated: 31-Mar-2022

At: 30 Batterson Park Road
Farmington
Connecticut 06032
(the office of the Correspondent)



by _____
Beazley USA Services, Inc. (Correspondent)

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

LLOYD'S SECURITY SCHEDULE

Syndicate 2623 82%

Syndicate 623 18%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Insurance is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read their Policy, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding the Policy should be addressed to the following Correspondent:

Beazley USA

SLC-3 (USA) NMA2868 (24/08/2000) (amended)



One Lime Street London EC3M 7HA

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE:

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the state of California. These companies are called "nonadmitted" or "surplus line" insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of**

insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California Maintains A "List Of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet web site of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

BEAZLEY BREACH RESPONSE

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or

possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **EXCLUSIONS** is amended to include:

War and Civil War

For resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **Cyber Terrorism**.

For purposes of this exclusion, "**Cyber Terrorism**" means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

ASBESTOS, POLLUTION, AND CONTAMINATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy will not apply to any **Loss** arising out of either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

CAP ON LOSSES ARISING OUT OF CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

- A. If aggregate insured losses attributable to "Certified Acts of Terrorism" exceed \$100,000,000,000 in a calendar year and the Underwriters meet the applicable insurer deductible under the Terrorism Risk Insurance Act, the Underwriters are not liable for the payment of any portion of the amount of the losses exceeding \$100,000,000,000. Insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B. As used in this endorsement, "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Terrorism exclusions, or the inapplicability or omission of a terrorism exclusion, do not create coverage for injury or damage otherwise excluded under this Policy.

All other terms, exclusions and conditions of the policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

CHOICE OF LAW AND SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **GENERAL CONDITIONS** is amended to include:

Service of Suit

It is agreed that in the event of the Underwriters' failure to pay any amount claimed to be due under this Insurance, the Underwriters will, at the **Insured's** request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of processing such suit may be made upon the Underwriters' representative:

Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520

and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The person or entity named above is authorized and directed to accept service of process on the Underwriters' behalf in any such suit and/or upon the **Insured's** request to give a written undertaking to the **Insured** that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Underwriters hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the **Insured's** behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person or entity named above as the persons to whom said officer is authorized to mail such process or a true copy thereof.

Choice of Law

Any disputes involving this Policy will be resolved applying the law of the state of New York.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

AMEND DATA RECOVERY COSTS

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data Recovery Costs insuring agreement is deleted in its entirety and replaced with the following:

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

AMEND DEFINITION OF DATA

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged, it is hereby understood and agreed that the definition of **Data** is deleted in its entirety and replaced with the following:

Data means any software or electronic data that exists in **Computer Systems**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

AMEND DEFINITION OF FRAUDULENT INSTRUCTION

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Fraudulent Instruction** is deleted in its entirety and replaced with the following:

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of **Fraudulent Instruction**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

AMEND NOTIFIED INDIVIDUALS THRESHOLD

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that part 4. of the definition of **Breach Response Services** is deleted and replaced with the following:

4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

**AMEND OTHER INSURANCE CLAUSE – PRIMARY WITH RESPECT TO BREACH RESPONSE
SERVICES AND FIRST PARTY LOSS**

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **Other Insurance** under **GENERAL CONDITIONS** is deleted in its entirety and replaced with the following:

Other Insurance

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy; provided that this Policy shall be primary solely with respect to **Breach Response Services, Cyber Extortion Loss** and **Data Recovery Costs** covered under the Breach Response and First Party Loss insuring agreements.

The existence of other insurance available to an **Insured** shall not affect the Underwriters' obligations toward an **Insured** in paying **Loss** covered under this Policy nor shall it delay payment of such **Loss**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022
This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

COMPUTER HARDWARE REPLACEMENT COST

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of **Extra Expense** is deleted in its entirety and replaced with the following:

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure** occurred; and includes reasonable and necessary expenses incurred by the **Insured Organization** to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**, provided however that the maximum sublimit applicable to **Extra Expense** incurred to replace such devices or equipment is USD \$100,000.

2. Part 2. of the **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

2. physical injury to or destruction of any tangible property, including the loss of use thereof; but this will not apply to the loss of use of computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**. Electronic data shall not be considered tangible property;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

CONTINGENT BODILY INJURY WITH SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Part 1. of the **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

1. **Bodily Injury**; provided, this exclusion shall not apply to any **Claim** for **Contingent Bodily Injury**.

2. **DEFINITIONS** is amended by the addition of:

Bodily Injury means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death.

Contingent Bodily Injury means those **Claims** wherein the **Damages** sought by the claimant are for **Bodily Injury** which arise solely out of a **Security Breach** affecting the **Insured Organization's Computer Systems** which is otherwise covered under the terms and conditions of this Policy; but not if the **Insured's** own act, error or omission is the direct immediate cause of such **Claim** for **Bodily Injury**. Furthermore, this extension of coverage applies only if such **Claim** for **Bodily Injury** is not covered under any other policy of insurance.

3. The Underwriter's aggregate limit of liability for all **Damages** resulting from all **Claims** covered under this Endorsement, made against any **Insured(s)** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Contingent Bodily Injury** shall be \$250,000, which amount shall be part of and not in addition to the **Policy Aggregate Limit of Liability**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

CRYPTOJACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD \$100,000.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD \$2,500.
3. **INSURING AGREEMENTS** is amended to include:

Cryptojacking

To indemnify the **Insured Organization** for any direct financial loss sustained resulting from **Cryptojacking** that the **Insured** first discovers during the **Policy Period**.

4. **DEFINITIONS** is amended to include:

Cryptojacking means the **Unauthorized Access or Use of Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the **Insured Organization** for electricity, natural gas, oil, or internet (the "**Utilities**"); provided, however, that such additional costs for the **Utilities** are:

1. incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Cryptojacking** first occurred;
2. billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

GDPR CYBER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the Data & Network Liability insuring agreement is amended to include:

5. non-compliance with the following obligations under the EU General Data Protection Regulation (or legislation in the relevant jurisdiction implementing this Regulation):
 - (a) Article 5.1(f), also known as the Security Principle;
 - (b) Article 32, Security of Processing;
 - (c) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or
 - (d) Article 34, Communication of a Personal Data Breach to the Data Subject.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

INVOICE MANIPULATION COVERAGE

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD \$100,000.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD \$2,500.
3. **INSURING AGREEMENTS** is amended to include:

Invoice Manipulation

To indemnify the **Insured Organization** for **Direct Net Loss** resulting directly from the **Insured Organization's** inability to collect **Payment** for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of **Invoice Manipulation** that the **Insured** first discovers during the **Policy Period**:

4. **DEFINITIONS** is amended to include:

Direct Net Loss means the direct net cost to the **Insured Organization** to provide goods, products or services to a third party. **Direct Net Loss** will not include any profit to the **Insured Organization** as a result of providing such goods, products or services.

Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a **Security Breach** or a **Data Breach**.

Payment means currency, coins or bank notes in current use and having a face value.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

POST BREACH REMEDIAL SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that, following a covered **Data Breach** or **Security Breach** involving the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**, the **Insured Organization** is eligible to receive **Post Breach Remedial Services**.

Post Breach Remedial Services means up to 100 hours per **Policy Period** of post-breach computer security consultation and remedial services to be provided by Lodestone Security ("Lodestone"). Such services will be provided at the **Insured Organization's** request as per the description of services attached to this endorsement. **Post Breach Remedial Services** will be considered **Breach Response Services**, and will be available in response to incidents in which forensic services and costs covered under parts 2. and 3. of the definition of **Breach Response Services** have been provided, subject to the applicable Retention. **Post Breach Remedial Services** will not include any costs to purchase or upgrade any hardware or software.

To access **Post Breach Remedial Services**, the **Insured Organization** must:

1. notify the Underwriters that they desire to receive such services; and
2. enter into an engagement agreement with Lodestone to receive such services,

within sixty (60) days following a determination of the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

REPUTATION LOSS

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Limit listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Reputation Loss: USD \$1,000,000

2. Retention listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Each incident giving rise to **Reputation Loss:** USD \$2,500

3. **INSURING AGREEMENTS** is amended by the addition of:

Reputation Loss

To indemnify the **Insured Organization** for **Reputation Loss** that the **Insured Organization** sustains solely as a result of an **Adverse Media Event** that occurs during the **Policy Period**, concerning:

1. a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the **Policy Period**; or
2. if this policy is a **Renewal**, a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the last 90 days of the prior policy period.

4. **DEFINITIONS** is amended to include:

Adverse Media Event means:

1. publication by a third party via any medium, including but not limited to television, print, radio, electronic, or digital form of previously non-public information specifically concerning a **Data Breach, Security Breach, or Extortion Threat**; or
2. notification of individuals pursuant to part 4. of the **Breach Response Services** definition.

Multiple **Adverse Media Events** arising from the same or a series of related, repeated or continuing **Data Breaches, Security Breaches, or Extortion Threats**, shall be considered a single **Adverse Media Event**, and shall be deemed to occur at the time of the first such **Adverse Media Event**.

Claims Preparation Costs means reasonable and necessary costs that the **Named Insured** incurs to contract with a third party to prepare a proof of loss demonstrating **Reputational Loss**.

Protection Period means the period beginning on the date the **Adverse Media Event** occurs, and ends after the earlier of:

1. 180 days; or
2. the date that gross revenues are restored to the level they would have been but for the **Adverse Media Event**.

Renewal means an insurance policy issued by the Underwriters to the **Named Insured** for the policy period immediately preceding this **Policy Period** that provides coverage for a **Data Breach, Security Breach, or Extortion Threat** otherwise covered under this Policy.

Reputation Loss means:

1. the net profit or loss before interest and tax that the **Insured Organization** would have earned during the **Protection Period** but for an **Adverse Media Event**; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Protection Period**.

When calculating any **Reputation Loss**, due consideration will be given to any amounts made up during, or within a reasonable time after the end of, the **Protection Period**.

Reputation Loss will not mean and no coverage will be available under this endorsement for any of the following:

- (i) loss arising out of any liability to any third party;
- (ii) legal costs or legal expenses of any type;
- (iii) loss incurred as a result of unfavorable business conditions;
- (iv) loss of market or any other consequential loss;
- (v) **Breach Response Services**; or
- (vi) **Cyber Extortion Loss**;

There will be no coverage available under this endorsement if there is an actual interruption of the **Insured Organization's** business operations for any period of time.

5. **Limits of Liability** under **LIMIT OF LIABILITY AND COVERAGE** is amended to include:

Reputational Loss and **Claims Preparation Costs** covered under this Policy arising from an **Adverse Media Event** concerning any **Data Breach, Security Breach, or Extortion Threat** (including a series of related, repeated or continuing **Data Breaches, Security Breaches, or Extortion Threats**) first discovered during the last 90 days of the prior policy period, will be considered to have been noticed to the Underwriters during the prior policy period and will be subject to the **Policy Aggregate Limit of Liability** of the prior policy period. Under such circumstances, if the **Policy Aggregate Limit of Liability** of the prior policy period is exhausted due to payments made under the prior policy, the Underwriter's obligation to pay **Reputational Loss** or **Claims Preparation Costs** under this Policy shall be completely fulfilled and extinguished.

6. **Notice of Claim or Loss** under **GENERAL CONDITIONS** is amended to include:

With respect to **Reputation Loss**, the **Named Insured** must notify the Underwriters through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss.

All **Reputation Loss** must be reported, and all proofs of loss must be provided, to the Underwriters no later than four (4) months after the end of the **Protection Period**.

7. This Policy will cover up to USD 50,000 of **Claims Preparation Costs** in excess of the Retention stated in Section 2. of this endorsement.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

VOLUNTARY SHUTDOWN COVERAGE

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Security Breach** is deleted in its entirety and replaced with the following:

Security Breach means:

1. A failure of computer security to prevent:
 - (i) **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
 - (ii) a denial of service attack affecting **Computer Systems**;
 - (iii) with respect to coverage under the Liability insuring agreements, a denial of service attack affecting **Computer Systems** that are not owned, operated or controlled by an **Insured**; or
 - (iv) infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**; or
2. Solely with respect to the **Business Interruption Loss** insuring agreement:
 - (i) the voluntary and intentional shutdown of **Computer Systems** by the **Insured Organization**, but only to the extent necessary to limit the **Loss** during an active or on-going **Unauthorized Access or Use of Computer Systems** or infection of **Computer Systems** by malicious code, as covered by 1.(i) or 1.(iv) above.
 - (ii) the intentional shutdown of **Computer Systems** by the **Insured Organization** as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity resulting from a situation described in 1.(i) or 1.(iv) above.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80%; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is \$0.

(LMA 9184 amended)

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

EMPLOYEE DEVICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Computer Systems** is amended to include computers, any software residing on such computers and any associated devices or equipment (including but not limited to wireless or mobile devices), operated by any person listed in parts 2., 3. or 4. of the **Insured** definition, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 01-Apr-2022

**This Endorsement is attached to and forms a part of Policy Number: W31F31220101
Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

STATE CONSUMER PRIVACY STATUTES ENDORSEMENT

This endorsement modifies insurance provided under the following:

BEAZLEY BREACH RESPONSE

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Policy is amended to include the following insuring agreement:

State Consumer Privacy Statutes

To pay **Penalties** and **Claims Expenses** which the **Insured** is legally obligated to pay because of any **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

2. The definition of **Claim** is amended to include institution of a **Regulatory Proceeding** against any **Insured** under the State Consumer Privacy Statutes insuring agreement for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.
3. The **Governmental Actions** exclusion and part 1. of the **Gathering or Distribution of Information** exclusion will not apply to the State Consumer Privacy Statutes insuring agreement.
4. Solely with respect to the State Consumer Privacy Statutes insuring agreement, the **Trade Practices and Antitrust** exclusion is deleted in its entirety and replaced with the following:

Trade Practices

any actual or alleged false, deceptive or unfair trade practices or unfair competition; but this exclusion will not apply to coverage under the State Consumer Privacy Statutes insuring agreement, provided no member of the **Control Group** participated in or colluded in the activities or incidents giving rise to coverage under such insuring agreement;

Antitrust

any actual or alleged antitrust violation, restraint of trade, false, deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative



BEAZLEY BREACH RESPONSE

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BEAZLEY BREACH RESPONSE

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

Please refer to the Declarations, which show the insuring agreements that the **Named Insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the **Named Insured**, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

INSURING AGREEMENTS

Breach Response

To provide **Breach Response Services** to the **Insured Organization** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

First Party Loss

To indemnify the **Insured Organization** for:

Business Interruption Loss

Business Interruption Loss that the **Insured Organization** sustains as a result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

Dependent Business Interruption Loss

Dependent Business Loss that the **Insured Organization** sustains as a result of a **Dependent Security Breach** or a **Dependent System Failure** that the **Insured** first discovers during the **Policy Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Insured Organization** incurs as a result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period**.

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

Liability

Data & Network Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Insured Organization's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - (a) prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of **Personally Identifiable Information**;
 - (b) requires the **Insured Organization** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Insured Organization** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Regulatory Defense & Penalties

To pay **Penalties** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach** or a **Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Insured Organization** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Insured** during the **Policy Period**.

Media Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for **Media Liability**.

eCrime

To indemnify the **Insured Organization** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction**;

2. **Funds Transfer Fraud**; or
3. **Telephone Fraud**;

that the **Insured** first discovers during the **Policy Period**.

Criminal Reward

To indemnify the **Insured Organization** for **Criminal Reward Funds**.

DEFINITIONS

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

Breach Response Services means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to provide necessary legal advice to the **Insured Organization** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organization's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organization's** PCI compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach** exceeding the **Notified Individuals Threshold**;
5. to provide a call center to respond to inquiries about a **Data Breach** that exceeds the **Notified Individuals Threshold**;
6. to provide a credit monitoring, identity monitoring or other solution listed in the Information Packet to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach** exceeding the **Notified Individuals Threshold**; and

7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organization** which are approved in advance by the Underwriters in their discretion.

Breach Response Services will be provided by providers listed in the Information Packet, will be subject to the terms and conditions of this Policy and the Information Packet, and will not include any internal salary or overhead expenses of the **Insured Organization**. **Breach Response Services** also includes assistance from the BBR Services Team and access to **Education and Loss Prevention Tools**.

Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Dependent Business Loss**; or (vi) **Data Recovery Costs**.

Claim means:

1. a written demand received by any **Insured** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organization's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Underwriters will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data.

Continuity Date means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

Control Group means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **Insured Organization** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

Cyber Extortion Loss means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization** with the Underwriters' prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Insured Organization** with the Underwriters' prior written consent to prevent or respond to an **Extortion Threat**.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;

5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

Data means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

Data Breach means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organization** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organization** is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the **Insured Organization** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Insured Organization** to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) **Cyber Extortion Loss**.

Dependent Business means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

Dependent Business Loss means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the **Insured Organization's** business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

Dependent Security Breach means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

Dependent System Failure means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

Dependent System Failure will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

Education and Loss Prevention Tools means information and services made available by the Underwriters from time to time and includes access to beazleybreachsolutions.com, a dedicated portal through which **Insureds** can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. **Insureds** will also have access to communications addressing timely topics in data security, loss prevention and other areas.

Extortion Payment means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

Forensic Expenses means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. fraudulent instructions received by the **Insured** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
2. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
3. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
4. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
5. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
6. any liability to any third party, or any indirect or consequential loss of any kind;
7. any legal costs or legal expenses; or
8. proving or establishing the existence of **Fraudulent Instruction**.

Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;

6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organization** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

Individual Contractor means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

Insured means:

1. the **Insured Organization**;
2. any director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and

8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

Insured Organization means the **Named Insured** and any **Subsidiaries**.

Loss means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Policy.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

Media Liability means one or more of the following acts committed by, or on behalf of, the **Insured Organization** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

Media Material means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

Merchant Services Agreement means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

Named Insured means the Named Insured listed in the Declarations.

Notified Individuals Threshold means the number of individual persons listed in the Declarations.

PCI Fines, Expenses and Costs means the monetary amount owed by the **Insured Organization** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organization** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organization's** business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

Policy Period means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any Optional Extension Period or any prior policy period or renewal period.

Privacy Policy means the **Insured Organization's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
 - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
 - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

System Failure means an unintentional and unplanned interruption of **Computer Systems**.

System Failure will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

Telephone Fraud means the act of a third party gaining access to and using the **Insured Organization's** telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

Transfer Account means an account maintained by the **Insured Organization** at a **Financial Institution** from which the **Insured Organization** can initiate the transfer, payment or delivery of **Money** or **Securities**.

Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.

Waiting Period means the period of time that begins upon the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Declarations.

EXCLUSIONS

The coverage under this Policy will not apply to any **Loss** arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Insured Organization**; but this exclusion

will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful collection of **Personally Identifiable Information**; or

2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

Sale or Ownership of Securities & Violation of Securities Laws

- 1 the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
- 2 an actual or alleged violation of a securities law or regulation;

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or

2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**;

Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Insured Organization**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

First Party Loss

with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the **Insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure or Extortion Threat**;
3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Insured Organization's** direct operational control; or
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

LIMIT OF LIABILITY AND COVERAGE

Limits of Liability

The Policy Aggregate Limit of Liability listed in the Declarations (the “**Policy Aggregate Limit of Liability**”) is the Underwriters’ combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Policy.

The limit of liability payable under each insuring agreement will be an amount equal to the **Policy Aggregate Limit of Liability** unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Dependent Business Loss** payable under this Policy is part of and not in addition to the **Business Interruption Loss** limit listed in the Declarations.

The Underwriters will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

Breach Response Limits

Coverage for **Breach Response Services** under this Policy is in addition to the **Policy Aggregate Limit of Liability**.

The Notified Individuals limit listed in the Declarations is the maximum total number of individuals to whom notification, call center and credit or identity monitoring services will be provided (or attempted) for all incidents or series of related incidents giving rise to an obligation to provide **Breach Response Services**.

The Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations is the aggregate limit of coverage for all services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**.

Except as provided in the Additional Breach Response Limits clause below, the Underwriters will not be obligated to provide any **Breach Response Services** after the number of individuals to whom services are provided under part 4. of the definition of **Breach Response Services** reaches the Notified Individuals limit listed in the Declarations. If the total number of individuals to be notified under the Policy exceeds the Notified Individuals limit listed in the Declarations, the **Insured** will be responsible for notifying and providing call center services and credit or identity monitoring services to such additional individuals in accordance with the processes described in the Information Packet.

Additional Breach Response Limits

Notwithstanding the foregoing, if:

1. the total number of individuals to whom services described in parts 4., 5. and 6. of the definition of **Breach Response Services** are provided exceeds the amount listed in Notified Individuals limit listed in the Declarations; or
2. the dollar amount of the services described in parts 1., 2., 3. and 7. of the definition of **Breach Response Services** provided to the **Insured Organization** exceeds the Legal, Forensic & Public Relations/Crisis Management limit listed in the Declarations;

this Policy will cover the costs, fees and expenses incurred to provide such **Breach Response Services** up to an amount equal to the **Policy Aggregate Limit of Liability** (the "**Additional Breach Response Limit**").

The **Additional Breach Response Limit** is part of, and not in addition to, the **Policy Aggregate Limit of Liability** and will be reduced and may be exhausted by payments under either limit. Upon exhaustion of the **Additional Breach Response Limit**, there will be no further coverage under this Policy for any costs, fees or expenses covered thereunder.

RETENTIONS

The Retention listed in the Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Named Insured** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

The Retention for **Breach Response Services** listed in the Declarations applies separately to each incident, event or related incidents or events, giving rise to legal, forensic and public relations/crisis management services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**. The Retention will be satisfied by monetary payments by the **Named Insured** for such services and costs.

Coverage for **Business Interruption Loss** and **Dependent Business Loss** will apply after the **Waiting Period** has elapsed and the Underwriters will then indemnify the **Named Insured** for all **Business Interruption Loss** and **Dependent Business Loss** sustained during the **Period of Restoration** in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Insured** during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Named Insured** terminates the Optional Extension Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through entity listed for Administrative Notice in the Declarations.

GENERAL CONDITIONS

Notice of Claim or Loss

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

With respect to **Breach Response Services**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided to the **Breach Response Services Team** listed in the Declarations. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters' consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss** the **Named Insured** must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000, that the **Named Insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the **Policy Period**.

Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Insured** may give written notice of such circumstance to the Underwriters through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters and will be selected from one of the firms listed in the Information Packet.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organization** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any **Claim**, subject to a maximum of \$2,000 per day and \$100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus sixty percent (60%) of any **Damages, Penalties and PCI Fines, Expenses and Costs above the** amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the **Insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy. The **Insured** will

execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under this Policy. Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

The **Insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the **Named Insured**.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy.

Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant, and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor will the Underwriters be impleaded by the **Insured** or the **Insured's** legal representative.

The **Insured's** bankruptcy or insolvency of the **Insured's** estate will not relieve the Underwriters of their obligations hereunder.

Change of Law, Unavailability of Breach Response Services

If there is a change of law, regulation or enforcement that prevents the Underwriters or its providers from providing all or part of the **Breach Response Services**, or if a provider is unable to or does not provide **Breach Response Services**, the Underwriters will make reasonable efforts to procure similar services from other sources. In such event, the maximum the Underwriters will pay for the costs of procuring and providing all **Breach Response Services**, including substitute products and services, will be no more than USD 10,000,000 in the aggregate for the **Policy Period**, which amount will be in addition to the **Policy Aggregate**

Limit of Liability. If it is not reasonably possible for the Underwriters to procure substitute products or services, the Underwriters will not be obligated to provide such services.

Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

Assignment

The interest hereunder of any **Insured** is not assignable. If the **Insured** dies or is adjudged incompetent, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

Cancellation

This Policy may be canceled by the **Named Insured** by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be canceled by the Underwriters by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

Representation by the Insured

All **Insureds** agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

Named Insured as Agent

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

Beazley's Cyber Services

With Beazley's 360° approach, cyber & tech policyholders have access to a comprehensive set of solutions created to help protect themselves on all fronts from the dangerous world of cyber risks. These solutions include pre-breach and risk management services offered through Beazley Breach Response (BBR) Services.

Resources available:

- Beazley's current panel of service providers
- Information on the risk management tools and resources included with your policy, including Beazley's in-house risk management portal, www.beazleybreachsolutions.com
- The process for notifying Beazley of a breach and the ability to report a breach or breach incident online
- Online cyber business interruption guide
- Beazley's 360° approach to ransomware protection

- A listing of cyber security vendors through which Beazley cyber & tech policyholders can benefit from discounted rates for anti-phishing tools and training, email security and identity and access management solutions, cyber risk assessment and testing, and other pre-breach services.

To learn more about Beazley's cyber services, visit

www.beazley.com/cyberservices.

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