



**NON-PROFIT ORGANIZATION
DIRECTORS & OFFICERS
LIABILITY POLICY
INCLUDING EMPLOYMENT
PRACTICES LIABILITY**

DECLARATIONS

Nationwide Mutual Insurance Company
Home Office
One Nationwide Plaza
Columbus, OH 43215

Policy Number: DNO0000025770100

THIS IS A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. PLEASE READ THE ENTIRE POLICY CAREFULLY

ITEM A. PARENT ORGANIZATION - NAME AND PRINCIPAL ADDRESS

SPORTS, LEISURE & ENTERTAINMENT RPG
DBA: WESTERN STATES CORVETTE COUNCIL &
IT'S NFP MEMBER CLUBS
1712 MAGNAVOX WAY
FORT WAYNE, IN 46804

ITEM B. POLICY PERIOD: From: 03/01/13 To: 03/01/15
(Month, Day, Year) (Month, Day, Year)
(Both dates at 12:01 a.m. Standard Time at the address of the Parent Organization as stated in Item A.)

ITEM C. LIMIT OF LIABILITY: SEE SRPG17348 Maximum Aggregate Limit of Liability for each **Policy Year**

ITEM D. RETENTION: \$1,000.00 Each **Claim**

ITEM E. PREMIUM: SEE SRPG17348

ITEM F. ENDORSEMENTS Attached at Issuance:

SRPG17348(12/02)	IL0017(11/98)	CAS3228	SRPG26148(09/08)	SRPG3500(03/06)
SRPG3506(03/10)	SRPG0272(01/05)	SRPG0985D&O(01/08)	SRPG2170D&O(01/08)	SRPG26147D&O(01/05)

ITEM G. NOTICES: All notices required to be given to the **Insurer** under this Policy shall be addressed to:
Nationwide Mutual Insurance Company c/o K & K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne, IN. 46804

These Declarations, the signed and completed Application and the Policy, with endorsements, will constitute the entire agreement between the Insurer, the Organization and the Individual Insureds.

Authorized Company Representative

WITH RESPECT TO SRPG3500DEC, DECLARATIONS AND WHEREVER ELSE IT MAY APPEAR, THE PARENT ORGANIZATION, POLICY PERIOD, LIMIT OF LIABILITY AND THE PREMIUM ARE AMENDED AS FOLLOWS:

PARENT ORGANIZATION:

SPORTS, LEISURE AND ENTERTAINMENT RISK PURCHASING GROUP AND ITS ENROLLED MEMBER NON-PROFIT ORGANIZATION DIRECTORS AND OFFICERS WHOSE NAMES ARE ON FILE WITH THE COMPANY AND FOR WHICH AN APPROPRIATE PREMIUM HAS BEEN PAID AND TO WHOM A CERTIFICATE OF INSURANCE HAS BEEN ISSUED.

POLICY PERIOD: MARCH 1,2013 - MARCH 1,2015

COVERAGE FOR EACH ENROLLED MEMBER ORGANIZATION BECOMES EFFECTIVE THE LATTER OF THE DATE REQUESTED ON THE ENROLLMENT FORM OR THE DATE THE ENROLLMENT FORM AND PREMIUM PAYMENT ARE RECEIVED AND APPROVED BY THE PROGRAM ADMINISTRATOR AND WILL REMAIN IN EFFECT FOR ONE YEAR.

LIMIT OF LIABILITY:

OPTION A - \$1,000,000 / OPTION B - \$2,000,000

PREMIUM:

THE PREMIUM FOR DIRECTORS AND OFFICERS LIABILITY COVERAGE, INCLUDING A SEPARATE MAXIMUM AGGREGATE LIMIT OF \$1,000,000 FOR OPTION A OR \$2,000,000 FOR OPTION B FOR EMPLOYMENT PRACTICES LIABILITY, FOR EACH MEMBER ORGANIZATION IS AS FOLLOWS:

OPTION A: \$1,000,000 LIMIT WITH \$1,000 RETENTION PER CLAIM:

LESS THAN 500 CLUB MEMBERS	\$ 500.00
500-2,499 CLUB MEMBERS	\$ 750.00
2,500-4,999 CLUB MEMBERS	\$1,250.00
5,000 AND OVER MEMBERS	REFER TO COMPANY

OPTION B: \$2,000,000 LIMIT WITH \$1,000 RETENTION PER CLAIM:

LESS THAN 500 CLUB MEMBERS	\$ 750.00
500-2,499 CLUB MEMBERS	\$1,125.00
2,500-4,999 CLUB MEMBERS	\$1,825.00
5,000 AND OVER MEMBERS	REFER TO COMPANY

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



Nationwide Mutual Insurance Company
Nationwide Mutual Fire Insurance Company
Nationwide Property and Casualty Insurance Company
Home Office: Columbus, Ohio 43215-2220

MANDATORY ENDORSEMENT

**POLICYHOLDER MEMBERSHIP
IN THE COMPANY**

(Applicable Only in the Nationwide Mutual Insurance Company or the Nationwide Mutual Fire Insurance Company in All States Except Those Specifically Provided For)

Because this policy is issued by a mutual insurance company, you are a member of the company while this or any other policy is in force. While a member you are entitled to a vote only - either in person or by proxy - at meetings of the company. You are entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in your policy.

The annual meeting of the members of the company issuing your policy (the company is indicated on the Declarations Page) will be held at the Nationwide Plaza in Columbus, Ohio, on the first Thursday of April. The time of the meeting for the Nationwide Mutual Fire Insurance Company is 9:30 A.M. and the time of the meeting for the Nationwide Mutual Insurance Company is 10:00 A.M. We will mail notice of any change in meeting dates, times or place to you at your address last known to us at least ten days prior to the rescheduled meeting date.

This policy is non-assessable, meaning that you are not subject to any assessment beyond the premiums we require for each policy term.

**POLICYHOLDER MEMBERSHIP
IN THE COMPANY**

(Applicable Only in the Nationwide Mutual Insurance Company or the Nationwide Mutual Fire Insurance Company When This Policy is Issued in The State of Texas)

1. MUTUALITY - MEMBERSHIP AND VOTING NOTICE. You are notified that by virtue of this policy you are a member of the Nationwide Mutual Insurance Company of Columbus, Ohio or the Nationwide Mutual Fire Insurance Company of Columbus, Ohio as shown on the Declarations Page of this Policy, and you are entitled, as is lawfully provided in the charter, constitution, or by-laws to only one vote regardless of the number of policies owned either in person or by proxy, in any or all meetings of the company. The annual meetings are held at the Home Office at Columbus, Ohio, on the first Thursday of April, in each year, at 9:30 A.M. for the Nationwide Mutual Fire Insurance Company and 10:00 A.M. of the same day for the Nationwide Mutual Insurance Company.

2. MUTUALS - PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY. No Contingent Liability: This policy is non-assessable. You are a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in the distribution of dividends so fixed and determined provided such determinations are in accordance with the provisions of the Texas Insurance Code and other applicable law, which includes the rules and regulations of the State Board of Insurance.

IN WITNESS WHEREOF: Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company or Nationwide Property and Casualty Insurance Company, whichever is the issuing company, as designated on the Declarations, has caused this policy to be signed by its President and Secretary at Columbus, Ohio, and countersigned by a duly authorized representative of the company.

ATTEST:

Secretary

President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM

This endorsement modifies insurance provided under the following:

ALL LIABILITY COVERAGES

The following is in effect only when indicated by **X**

___ Premium fully earned at inception _____

X Premium fully earned at inception 100 %
(Percentage of Policy Term Premium)

___ Premium fully earned as follows:

___ % of total premium in the event of cancellation prior to _____

Total policy premium is fully earned in the event of cancellation after _____

___ Event premiums

The following premiums apply to each category of event indicated and are fully earned as of the beginning of each event:

EVENT	PREMIUM PER EVENT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**NON-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY POLICY
INCLUDING**

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

NOTICE: THIS IS A CLAIMS MADE POLICY. THIS POLICY, SUBJECT TO ITS TERMS, APPLIES ONLY TO ANY "CLAIM" (AS DEFINED HEREIN) MADE AGAINST THE INSURED DURING THE POLICY PERIOD.

The **Insurer** and the **Insureds**, subject to all of the terms of this Policy, agree as follows:

I. INSURING CLAUSE

- A. The **Insurer** will pay on behalf of the **Insureds Loss** and **Defense Costs** resulting from any **Claim** first made against any of them during the **Policy Period** or Optional Extension Period, if applicable, including any **Claim** for **Discrimination Against a Third Party** or a **Wrongful Employment Practice**.
- B. The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false or fraudulent.

In addition to the applicable Limit of Liability, the **Insurer** will pay **Defense Costs** resulting from any **Claim** to which this insurance applies. The **Insurer** may investigate and settle any **Claim** as the **Insurer** deems expedient, subject to Section V--Settlements and Cooperation, but the **Insurer** is not obligated to defend any **Claim** or to pay any **Loss** or **Defense Costs** after the applicable Limit of Liability has been exhausted by payment of damages or settlements.

II. DEFINITIONS

- A. **"Application"** means:
- (1) the application or enrollment form for this Policy or certificate, a copy of which is attached hereto; and
 - (2) the application(s) or enrollment forms, including any material submitted therewith for all previous policies or certificates issued by the **Insurer** providing continuous coverage until the inception date of this Policy or certificate together with any material submitted with the application or enrollment form for this Policy, all of which shall be retained on file and deemed attached hereto as if physically attached hereto.
- B. **"Claim"** means:
- (1) any written notice received by any **Insured** that any person or entity intends to hold such **Insured** responsible for a **Wrongful Act**, or
 - (2) any judicial or administrative proceeding initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Act**, including any appeal therefrom.
- C. **"Defense Costs"** means reasonable and necessary legal fees and expenses incurred by any attorney designated by the **Insurer** to defend the **Insureds**, and all other fees, costs, costs of attachment or similar bonds (but without any obligation by the **Insurer** to apply for or furnish such bonds) and expenses incurred by the **Insurer** resulting from the investigation, adjustment, defense and appeal of a **Claim**, but does not mean salaries, wages, overhead or benefits expenses of the **Insureds**.
- D. **"Discrimination Against a Third Party"** means any actual or alleged discrimination by an **Insured** against, or any actual or alleged sexual harassment by an **Insured** of, any person who at the time of such discrimination or harassment was neither an employee of the **Organization** nor an applicant for employment with the **Organization**.

- O. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- P. **"Subsidiary"** means:
- (1) any not-for-profit entity in which the **Parent Organization** and/or one or more of its **Subsidiaries** owns or controls the right to elect or appoint more than 50% of such entity's directors or trustees; and
 - (2) any for-profit entity for which the **Insurer**, at its sole discretion, agrees by written endorsement to provide coverage upon such terms, or additional premium charge as the **Insurer** may require.
- Q. **"Wrongful Act"** means any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Organization** or by the **Individual Insureds** in the discharge of their duties solely in their capacity as **Individual Insureds**, including any **Wrongful Employment Practice** or **Discrimination Against a Third Party**, or any matter asserted against the **Individual Insureds** solely by reason of their being **Individual Insureds**.
- R. **"Wrongful Employment Practice"** means:
- (1) any actual or alleged wrongful termination of an employee's employment by an **Insured**, including actual or alleged constructive discharge;
 - (2) any actual or alleged discrimination in employment by an **Insured**, including any failure to hire or employ an applicant or to promote or reinstate any employee of the **Organization**, any demotion of or termination of any employee of the **Organization** or taking any adverse or differential employment decision, on any basis prohibited by federal, state or local law;
 - (3) any actual or alleged sexual harassment of any employee of the **Organization** by an **Insured**; or
 - (4) any employment related decision by an **Insured** actually or allegedly in retaliation for any employee's exercise of any right pursuant to any law for the protection of such employee;
- including any actual or alleged libel, slander, or other defamation, invasion of privacy, mental anguish, infliction of emotional distress, loss of consortium, assault, battery, breach of contract, or negligent hiring, employment, supervision, promotion, demotion, or reinstatement or termination, by an **Insured** in connection with (1) through (4) above.

III. EXCLUSIONS

- A. The **Insurer** will not pay **Loss** or **Defense Costs** resulting from any **Claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
- (1) any actual or alleged bodily injury, sickness, mental anguish, emotional distress, disease or death of any person, property damage, including damage to or destruction of any tangible property including loss of use thereof, personal injury or advertising injury; provided, however, this Exclusion shall not apply to mental anguish or emotional distress alleged in any **Claim** for **Discrimination Against a Third Party** or **Wrongful Employment Practice**;
 - (2) any **Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice given prior to the effective date of this Policy under any prior policy, or any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
 - (3) any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** or contamination of any kind;
 - (4) any request, demand or order that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of **Pollutants**;
 - (5) any **Claim** by or on behalf of a government authority for damages because of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any responding to or assessing the effects of **Pollutants**;

V. SETTLEMENTS AND COOPERATION

- A. The **Insurer** has the right to negotiate the settlement of any **Claim**, as it deems expedient, whether within or above the retention, but only with the **Insured's** consent. If the **Insureds** refuse to consent to any settlement recommended by the **Insurer**, the **Insureds** shall thereafter be obligated to negotiate or defend such **Claim** independently of the **Insurer**. Subject to the Limit of Liability, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention which the **Insurer** would have contributed to the settlement had the **Insureds** consented to settlement plus **Defense Costs** covered by the Policy incurred up to the date of such refusal to settle.

The **Insureds** further agree, at the sole option and discretion of the **Insurer**, to submit any **Claim** to mediation or binding or non-binding arbitration. If the **Insureds** refuse to submit any **Claim** to mediation or binding or non-binding arbitration recommended by the **Insurer**, the **Insureds** shall thereafter be obligated to negotiate or defend such **Claim** independently of the **Insurer**. The **Insurer's** liability for such **Claim** is limited to the **Defense Costs** covered by the Policy incurred up to the date of such refusal to submit such **Claim** to mediation or binding or non-binding arbitration.

- B. The **Insureds** agree to cooperate with the **Insurer**, and provide such assistance and information as the **Insurer** may reasonably request. Upon the **Insurer's** request, the **Insureds** shall submit to examination and interrogation by a representative of the **Insurer**, under oath if required, and shall attend hearings, depositions, trials and shall assist in the conduct of suits, including but not be limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Insurer's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Insurer**. The **Insureds** further agree not to take any action which may increase the **Insurer's** exposure for **Loss** or **Defense Costs**.

The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insureds** may have, including the execution of such documents as are necessary to enable the **Insurer** to bring suit in their name, and shall provide all other assistance and cooperation which the **Insurer** may reasonably require.

The **Insureds** shall not demand or agree to arbitration of any **Claim** without the written consent of the **Insurer**. The **Insureds** shall not, except at personal cost, make any payment, admit any liability, settle any **Claims**, assume any obligation, or incur any expense without the **Insurer's** written consent.

VI. NOTIFICATION

- A. If during the **Policy Period** or the Optional Extension Period, if applicable, any **Claim** is made, the **Insureds** shall, as a condition precedent to their rights under this Policy, give the **Insurer** written notice of any such **Claim** as soon as practicable.
- B. If during the **Policy Period** or the Optional Extension Period, if applicable, the **Insureds** first become aware of a specific **Wrongful Act** and give written notice to the **Insurer** as soon as practicable of:
- (1) the specific **Wrongful Act**, and
 - (2) any consequences which have or may result therefrom, and
 - (3) the circumstances by which the **Insureds** first became aware thereof,

then any **Claim** not otherwise excluded by the terms of this Policy subsequently made arising out of such **Wrongful Act** shall be deemed for the purposes of this Policy to have been made at the time such written notice was given.

D. **Organization Authorization Clause:**

The **Insureds** agree that the **Parent Organization** will act on their behalf with respect to giving of all notices to the **Insurer**, the receiving of notices from the **Insurer**, the payment of the premiums, and the receiving of any return premiums that may become due under this Policy.

VIII. **OPTIONAL EXTENSION PERIOD**

- A. If the **Insurer** or the **Insured** cancels or refuses to renew this Policy, then without any payment of an additional premium the **Insureds** shall receive an extension of the coverage granted by this Policy with respect to any **Claim** first made during a period of 60 days immediately after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** committed before such date and otherwise covered by this Policy. This 60-day period is called the "Automatic Extension Period" in this Policy.
- B. If the **Insurer** or the **Insured** cancels or refuses to renew this Policy then the **Parent Organization** has the right, upon payment of an additional premium calculated up to 200% of the total premium for this Policy, to an extension of the coverage granted by this Policy with respect to any **Claim** first made during a period of 1, 2 or 3 years immediately after the **Policy Period** ends, but only with respect to any **Wrongful Act** committed before the date upon which the **Policy Period** ends and otherwise covered by this Policy. This 1, 2 or 3 year period is called the "Optional Extension Period", and the Automatic Extension Period and the Optional Extension Period, singly or collectively, are called the "Optional Extension Period" in this Policy.
- C. The quotation of a different premium and/or retention and/or limit of liability and/or terms and conditions for renewal does not constitute a refusal to renew for the purpose of this provision.
- D. As a condition precedent to the right to purchase the Optional Extension Period, the total premium of this Policy must have been paid. The right to purchase the Optional Extension Period shall terminate unless written notice is given to the **Insurer** within sixty (60) days after the effective date of cancellation, or, in the event of a refusal to renew, within sixty (60) days after the **Policy Period** ends, together with full payment of the premium for the Optional Extension Period. If such notice and premium payment is not so given to the **Insurer**, the **Parent Organization** will not be able to exercise the right to purchase the Optional Extension Period at a later date.
- E. If the Optional Extension Period is purchased, the entire premium is deemed earned at its commencement and if the **Organization** terminates the Optional Extension Period before its term, the **Insurer** will not be liable to return any portion of the premium paid for the Optional Extension Period.
- F. The Optional Extension Period is part of and not in addition to the last **Policy Year** and neither the grant of the Automatic Extension Period nor the purchase of the Optional Extension Period shall in any way increase the applicable Limit of Liability for the last **Policy Year**.

IX. **SUBROGATION**

In the event of any payments under this Policy, the **Insurer** is subrogated to the extent of such payment to all of the **Insureds'** rights of recovery therefore against any person or entity, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as are necessary to enable the **Insurer** effectively to bring suit in their name, and shall provide all other assistance and cooperation which the **Insurer** may reasonably require.

X. **ACTION AGAINST INSURER**

No action shall lie against the **Insurer** unless, as a condition precedent thereto, the **Insureds** have fully complied with all of the terms of this Policy, and the amount of the **Insureds'** obligation to pay has been fully and finally determined either by judgment against them or by written agreement between them, the claimant and the **Insurer**.

Any person or organization or their legal representative who has secured such judgment or written agreement shall be entitled to recover under this Policy to the extent of the insurance afforded by this Policy.

POLICY NUMBER: DNO0000025770100

THIS ENDORSEMENT CHANGES THE COVERAGE. PLEASE READ IT CAREFULLY.

AMENDMENT TO DECLARATIONS PAGE

This endorsement modifies insurance provided under the following:

**NON-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY POLICY
INCLUDING EMPLOYMENT PRACTICES LIABILITY**

In consideration of premium paid for this coverage, it is hereby understood and agreed that Item C, Limit of Liability is amended to read as follows:

ITEM C. LIMIT OF LIABILITY:

SEE SRPG17348 Maximum Aggregate Limit of Liability for each Policy Year for all Claims other than Wrongful Employment Practice Claims.

SEE SRPG17348 Maximum Aggregate Limit of Liability for each Policy Year for Wrongful Employment Practice Claims.

In no event shall any one Claim be payable under both Limits of Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY POLICY INCLUDING EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

A. Paragraph (2) of the **Cancellation/Nonrenewal Clause GENERAL CONDITIONS** is replaced by the following:

(2) Cancellation Of Policies In Effect

a. 90 Days Or Less

If this policy has been in effect for 90 days or less, the **Insurer** may cancel this policy by mailing or delivering to the **Parent Organization** written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if the **Insurer** cancels for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if the **Insureds** have perpetrated a fraud or material misrepresentation on the **Insurer**; or
- (3) 30 days before the effective date of cancellation if the **Insurer** cancels for any other reason.

b. More Than 90 Days

If this policy has been in effect for more than 90 days, or is a renewal of a policy the **Insurer** issued, the **Insurer** may cancel this policy, only for one or more of the reasons listed below, by mailing or delivering to the **Parent Organization** written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if the **Insurer** cancels for nonpayment of premium;
- (2) 20 days before the effective date of cancellation if the **Insureds** have perpetrated a fraud or material misrepresentation on the **Insurer**; or

(3) 45 days before the effective date of cancellation if:

- (a) There has been a substantial change in the scale of risk covered by this policy;
- (b) Reinsurance of the risk associated with this policy has been cancelled; or
- (c) The **Insureds** have failed to comply with reasonable safety recommendations.

c. Proof of mailing of any cancellation notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall be the end of the **Policy Period**.

B. Paragraph (4) of the **Cancellation/Nonrenewal Clause GENERAL CONDITIONS** is replaced by the following.

NONRENEWAL

1. If the **Insurer** elects not to renew this policy, the **Insurer** will mail or deliver to the **Parent Organization** written notice of nonrenewal at least 45 days before:

- a. The expiration date of this policy, if the policy is written for a term of one year or less; or
- b. The anniversary date of this policy, if the policy is written for a term of more than one year.

2. The **Insurer** will mail or deliver written notice to the **Parent Organization's** last mailing address known to the **Insurer**. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) Included

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

Additional information, if any, concerning the terrorism premium:

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.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

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 Program Year (January 1 through December 31) 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY POLICY INCLUDING EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS

This endorsement modifies insurance provided under the following:

NON-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY POLICY INCLUDING EMPLOYMENT PRACTICES LIABILITY

The Limits of Insurance shown in the Declarations Page apply separately to each "insured member/Parent Organization".

For the purposes of this endorsement, "insured member/Parent Organization" means the entity or entities indicated below by an X for which premium has been paid for coverage under this policy:

<input type="checkbox"/>	First Named Insured		
<input type="checkbox"/>	Club	<input type="checkbox"/>	Team
		<input type="checkbox"/>	Concessionaire
<input type="checkbox"/>	League	<input type="checkbox"/>	Association
		<input type="checkbox"/>	Vendor
<input type="checkbox"/>	Instructor	<input type="checkbox"/>	Organization
		<input type="checkbox"/>	Exhibitor
<input checked="" type="checkbox"/>	Other	<u>Board of Directors</u>	

The Limits of Insurance do not apply separately to the following:

- a. The individual persons, subsidiaries, affiliates or other entities that are a part of the "insured member/Parent Organization"., or
- b. Any person, subsidiary, affiliate or other entity or Outside Organization that qualifies as an insured or an additional insured under this policy that is not an "insured member"



POLICYHOLDER DISCLOSURE

DISCLOSURE OF PREMIUM AND FEDERAL PARTICIPATION

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as a part of an effort to coerce the government or population of the United States.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act

DISCLOSURE OF PREMIUM

The premium for terrorism coverage is \$ Included .

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 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.