

# Carolina Casualty Insurance Company

## Non-Profit Organization Liability Insurance Policy *with Employment Practices Liability*

*This is a Claims Made Policy. Please read it carefully.*

## CLAIMS MADE WARNING FOR POLICY

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY "CLAIM" FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD, THE AUTOMATIC EXTENDED REPORTING PERIOD, OR THE PURCHASED EXTENDED REPORTING PERIOD.

PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

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In consideration of the payment of the premium, in reliance on all statements in the **Proposal** and all other information provided to the **Insurer**, and subject to all provisions of this Policy, the **Insurer** and **Insureds** agree as follows:

### I. Insuring Agreement

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This Policy shall pay on behalf of the **Insureds** all **Loss** that the **Insureds** shall become legally obligated to pay, arising from any **Claim** first made against the **Insureds** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period**, the Automatic Extended Reporting Period, or the Extended Reporting Period (if applicable) for any **Wrongful Act**.

### II. Extended Reporting Period

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- A. If the **Insurer** or the **Named Insured** cancels or refuses to renew this Policy, then the **Named Insured** shall have the right, upon payment of the appropriate percentage of the "full annual premium", as provided in section II. B., to an extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during the appropriate period of months after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy. Such appropriate period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within 30 days of the effective date of cancellation or non-renewal.
- B. The percentage of the "full annual premium" and period of months for the Extended Reporting Period shall be:
1. 12 months Extended Reporting Period for 40 percent of the "full annual premium" of the Policy, or
  2. 24 months Extended Reporting Period for 75 percent of the "full annual premium" of the Policy, or
  3. 36 months Extended Reporting Period for 100 percent of the "full annual premium" of the Policy.
- C. The additional premium for the Extended Reporting Period shall be fully earned at the inception of the Extended Reporting Period. The Extended Reporting Period is not cancelable.
- D. Without any additional premium being required, there shall be an automatic extension of the coverage granted by this Policy with respect to any **Claim** first made and reported during a period of 60 days after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this Policy and only if there is no other policy or policies that would otherwise provide insurance for such **Wrongful Act**. This 60 day period shall be referred to as the Automatic Extended Reporting Period.

### III. Definitions

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Whenever printed in boldface type in this Policy, the following terms shall have the meanings indicated below.

- A. "**Claim(s)**" means a written demand for monetary or non-monetary relief including, but not limited to, a civil, criminal, administrative or arbitration proceeding; provided, however, that the term **Claim** shall not include labor or grievance arbitration subject to a collective bargaining agreement. A **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured**.
- B. "**Costs of Defense**" means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond) resulting solely from the investigation, adjustment, defense and appeal of any **Claim** against the **Insureds**, but excluding salaries, wages, overhead or benefit expenses associated with any **Insureds**, or any amount covered by the duty to defend obligation of any other insurer.

- C. **"Damages"** means a monetary judgment (including back pay and front pay), award or settlement, pre-judgment interest and post-judgment interest; provided, however, **Damages** shall not include:
1. taxes (provided, however, that the **Insurer** will reimburse an **Insured Entity** for any employer share of payroll taxes on any portion of damages or settlements which constitute backpay otherwise considered **Damages**), civil or criminal fines, or penalties imposed by law, or
  2. payment of insurance, disability, pension, health or other plan benefits claimed by or on behalf of any **Individual Insured**, or that a claimant would have been entitled to as an **Individual Insured** had the **Named Insured** provided the claimant with a continuation of insurance, or
  3. costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person, or
  4. amounts owed under federal, state or local wage and hour laws; provided, however, **Damages** shall include amounts owed under the Equal Pay Act of 1963, or
  5. commissions, bonuses, profit sharing or severance payment, or
  6. future wages or benefits of any reinstated **Individual Insured** or wages or benefits associated with the continued employment of an **Individual Insured**, or
  7. any matter deemed uninsurable under the law pursuant to which this Policy shall be construed.

**Damages** also means liquidated, punitive or exemplary damages, or any multiplied damages award in excess of the amount so multiplied, where insurable. Such coverage for liquidated, punitive, exemplary or multiplied damages is part of and not in addition to the Limits of Liability, and any payment of such damages shall serve to reduce the Limits of Liability. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this Policy, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction: (1) is where those damages were awarded or imposed, or (2) is where any **Wrongful Act** occurred for which such damages were awarded or imposed, or (3) is where the **Insured** resides, is incorporated or has its principal place of business, or (4) is where the **Insurer** is incorporated or has its principal place of business.

- D. **"Individual Insured(s)"** means any past, present or future duly elected or appointed directors, trustees, officers, employees (including part-time, seasonal and temporary individuals), volunteers, or committee or staff members of the **Insured Entity**. In the event that the **Insured Entity** operates outside the United States, then the term **Individual Insured(s)** also means those titles, positions or capacities in such foreign **Insured Entity** which is equivalent to the position of a director, trustee or officer in a corporation incorporated within the United States. Coverage will automatically apply to all new **Individual Insureds** after the Policy inception date.

This Policy shall cover **Loss** arising from a **Claim** made against the estates, heirs, or legal representatives of a deceased **Individual Insured**, and the legal representatives of an **Individual Insured** in the event of incompetency, insolvency or bankruptcy, who were **Individual Insureds** at the time the **Wrongful Act** upon which such **Claims** are based were committed.

This Policy shall cover **Loss** arising from a **Claim** made against the lawful spouse (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world) of an **Individual Insured** for a **Claim** arising solely out of his or her status as the spouse of an **Individual Insured**, including a **Claim** that seeks damages recoverable from marital community property, property jointly held by the **Individual Insured** and the spouse, or property transferred from the **Individual Insured** to the spouse; provided, however, that this extension shall not afford coverage for any **Claim** for any **Wrongful Act** of the spouse, but shall apply only to **Claims** arising out of **Wrongful Acts** of any **Individual Insured**.

- E. **"Insured(s)"** means the **Individual Insured** and the **Insured Entity**.
- F. **"Insured Entity"** means the **Named Insured** and any **Subsidiary**.
- G. **"Insurer"** means the entity issuing this Policy as listed on the Declarations Page.
- H. **"Loss"** means **Damages** and **Costs of Defense**.
- I. **"Named Insured"** means the entity designated in Item 1. of the Declarations.
- J. **"Policy Period"** means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of cancellation of this Policy.
- K. **"Proposal"** means the Proposal Form and any material submitted therewith.
- L. **"Personal Injury"** means any actual or alleged defamation, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, infringement of copyright or trademark, unauthorized use of title, plagiarism, or misappropriation of ideas.

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- M. **"Related Wrongful Act(s)"** means **Wrongful Acts** which are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- N. **"Subsidiary(ies)"** means an entity which qualifies as a not-for-profit organization under Section 501(c)(3), (c)(4), (c)(6), (c)(7), (c)(8), (c)(10), or (c)(13) of the Internal Revenue Code of 1986 (as amended) and which the **Insured Entity** has or controls the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) on or before the inception of the **Policy Period**. The term **Subsidiary** shall not mean any political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 and any amendments thereto.
- An entity becomes a **Subsidiary** when the **Named Insured** has or controls the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly, or indirectly through one or more of its **Subsidiaries**. An entity ceases to be a **Subsidiary** when the **Named Insured** ceases to control the right to elect or appoint more than 50 percent of the Board of Directors (or other governing body) either directly, or indirectly through one or more of its **Subsidiaries**.
- In all events, coverage as is afforded with respect to any **Claim** made against a **Subsidiary** or an **Insured** thereof shall only apply to any **Wrongful Act** committed or allegedly committed after the effective time that such **Subsidiary** became a **Subsidiary** and prior to the time that such **Subsidiary** ceased to be a **Subsidiary**.
- O. **"Wrongful Act(s)"** means:
1. any actual or alleged breach of duty, neglect, error, misstatement, misleading statement, omission or act by the **Insureds** in their respective capacities as such, or any matter claimed against them by reason of their status as **Insureds**, or
  2. any **Wrongful Employment Act**, or
  3. any **Personal Injury**.
- P. **"Wrongful Employment Act(s)"** means any actual or alleged act by an **Insured** arising from an actual or potential employment relationship with the claimant for:
1. discrimination or harassment because of race, color, religion, age, sex, disability, pregnancy, national origin, sexual orientation, marital status, or any other basis prohibited by law which results in termination of the employment relationship, or demotion or failure or refusal to hire or promote, or failure to accommodate an employee or potential employee, or denial of an employment privilege, or the taking of any adverse or differential employment action, or
  2. sexual harassment including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that is made a condition of employment, is used as a basis for employment decisions, or creates an intimidating, hostile or offensive work environment that interferes with work performance, or
  3. termination, constructive discharge, wrongful failure to hire, wrongful demotion, retaliation, misrepresentation, infliction of emotional distress, defamation, invasion of privacy, humiliation, wrongful evaluation, or breach of an implied contract or agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation.

## IV. Exclusions

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The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against an **Insured**:

- A. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the gaining of any profit or advantage to which an **Individual Insured** was not legally entitled; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the **Individual Insureds** in such **Claim** shall establish that such **Individual Insured** gained such profit or advantage to which an **Individual Insured** was not legally entitled;
- B. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any criminal or deliberate fraudulent act; provided, however, this exclusion shall not apply unless a judgment or other final adjudication adverse to any of the **Individual Insureds** in such **Claim** shall establish that such **Individual Insured** committed such criminal or deliberate fraudulent act;
- C. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving payments to an **Individual Insured** of any remuneration without the previous approval of the governing bodies of the **Insured Entity**, which payment without such previous approval shall be held to have been illegal;

[Provided, however, that with respect to Exclusions A., B. and C., the **Insurer** will provide a defense for any such **Claims**, without any liability by the **Insurer** to pay such sums that any **Insured** shall become legally obligated to pay as **Damages**.]

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- D. for:
1. bodily injury, sickness, disease, death, assault or battery of any person, or
  2. damage to or destruction of any tangible property, including the loss of use thereof;
- E. for actual or alleged violation of the Employee Retirement Income Security Act of 1974 as amended or any regulations promulgated thereunder or any similar provisions of any state or federal common law or statute;
- F. by, on behalf of, or in the right of the **Insured Entity**; provided, however, this exclusion does not apply to any **Claim** that is a derivative action brought or maintained on behalf of the **Insured Entity**, but only if such **Claim** is instigated and continued totally independent of, and totally without the solicitation of, or assistance of, or active participation of, or intervention of any **Individual Insureds** or the **Insured Entity**;
- G. which is insured in whole or in part by another valid policy, except with respect to any excess beyond the amount or amounts of coverage under such other policy whether such other policy is stated to be primary, contributory, excess, contingent or otherwise;
- H. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Wrongful Act** of the **Individual Insureds** serving in their capacities as directors, officers, trustees, employees, members or governors of any other entity other than an **Insured Entity**, or by reason of their status as directors, officers, trustees, employees, members or governors of such other entity;
- I. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged seepage, pollution or contamination of any kind;
- J. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any **Wrongful Act** alleged in any claim which has been reported, or in any circumstance of which notice has been given, prior to the **Policy Period** under any other policy, or
  2. any other **Wrongful Act** whenever occurring, which together with a **Wrongful Act** which has been the subject of such claim or notice, would constitute **Related Wrongful Acts**;
- K. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any nuclear reaction, radiation or contamination, regardless of cause;
- L. for any actual or alleged breach of any oral or written contract or agreement; provided, however, this exclusion shall not apply to any **Claim** made against any **Individual Insureds** or to any **Claim** for any actual or alleged breach of any implied contract or implied agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation;
- M. for any **Wrongful Employment Act** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any violation of the Worker's Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, or any similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
- N. for any **Wrongful Employment Act** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any obligations under any workers' compensation, social security, disability benefits or unemployment compensation law or any similar provisions of any federal, state or local statutory or common law, or any rules or regulations promulgated under any of the foregoing; provided, however, this exclusion shall not apply to any **Claim** for any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights pursuant to any such law;
- O. for any **Personal Injury** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any publication or utterance concerning any organization or business enterprise or its products or services made by or at the direction of any **Insured**, or
  2. the printing of periodicals or advertising matter for a third party when the periodical or advertising matter is not a regular part of the **Insured's** own activities.

[The **Wrongful Act** of any **Insured** shall not be imputed to any other **Insured** for the purpose of determining the applicability of the Exclusions in this section IV.]

**V. Limits of Liability and Deductible**

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- A. The Limits of Liability stated in Item 3. of the Declarations are the limits of the **Insurer's** liability for all **Damages** arising out of all **Claims** first made against the **Insureds** during the **Policy Period**, the Automatic Extended Reporting Period, and the Extended Reporting Period (if applicable). The Limits of Liability for the Automatic Extended Reporting Period and the Extended Reporting Period shall be part of, and not in addition to, the Limits of Liability for the **Policy Period**. In the event the Limits of Liability stated in Item 3. of the Declarations are exhausted by payment of **Damages**, or the Limits of Liability has been tendered to or on behalf of the **Insured**, then any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished.
- B. The maximum Limit of Liability for all **Damages** arising out of all **Claims** under this Policy shall not exceed the aggregate Limit of Liability stated in Item 3. B. of the Declarations.
- C. **Costs of Defense** shall be separate and in addition to the applicable Limits of Liability stated in Item 3. of the Declarations. Payment of **Costs of Defense** shall not reduce the applicable Limits of Liability stated in Item 3. of the Declarations.
- D. The Deductible amount stated in Item 4. of the Declarations shall be paid by the **Named Insured** and shall apply to each and every **Claim**. The Deductible shall not apply to **Damages**, but shall only apply to **Costs of Defense**.

**VI. Defense, Cooperation and Settlements**

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- A. An **Insured** shall not admit liability for, enter into any settlement agreement, stipulate to any judgment, agree to arbitration, or incur **Costs of Defense** without the **Insurer's** prior written consent. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision regarding such consent. Any **Loss** incurred and settlements agreed to prior to the **Insurer** giving its consent shall not be covered hereunder.
- B. The **Insurer** shall have the right and the duty to defend any **Claim** to which this insurance applies, even if any allegations of the **Claim** are groundless, false, or fraudulent. The **Insurer's** right and duty to defend any **Claim** shall end when the **Insurer's** applicable Limits of Liability have been exhausted by payment of **Damages**, or has been tendered to, or on behalf of, the **Insured**, or to a court of competent jurisdiction.
- C. Each **Insured** shall cooperate with the **Insurer** in the defense and settlement of any **Claim**, and in enforcing any right of contribution or indemnity against any person or organization that may be liable to the **Insured**, at no cost to the **Insurer**. Upon the request of the **Insurer**, the **Insured** shall submit to examination and interrogation, under oath if required by a representative of the **Insurer**, and shall attend hearings, depositions and trials, assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, as well as giving written statement(s) to the **Insurer's** representatives, and meeting with such representatives for purposes of investigation or defense, all without charge to the **Insurer**.
- D. The **Insurer** shall not settle any **Claim** without the **Named Insured's** consent. If, however, the **Named Insured** shall refuse to consent to any settlement recommended by the **Insurer**, which is acceptable to the claimant, and shall elect to contest the **Claim**, or continue any legal, administrative, or arbitration proceedings in connection with such **Claim**, then the **Insurer's** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been settled, including **Costs of Defense** incurred up to the date of such refusal, and 70 percent of such **Loss** excess of the amount for which the **Claim** could have been settled, it being a condition of this insurance that the remaining 30 percent of such **Loss** shall be borne by the **Insureds** at their own risk. Such amounts are subject to the provisions of section V. In the event that the **Named Insured** refuses to consent to any settlement as set forth in this section VI. D., the **Insurer's** right and duty to defend such **Claim** shall end upon the date of such refusal.

**VII. Notice of Claim and Multiple Claims**

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- A. As a condition precedent to their rights under this Policy, an **Insured** shall give the **Insurer** written notice of any **Claim**:
1. in the event of a lawsuit, as soon as practicable, but in no event later than 15 days after such **Claim** is first made, or
  2. in the event of all other **Claims**, as soon as practicable, but in no event later than 90 days after such **Claim** is first made.
- B. If during the **Policy Period** or the Extended Reporting Period (if applicable) an **Insureds** becomes aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured** and shall give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of the Policy), of:
1. the specific fact, circumstance or situation, with full details as to dates, persons, and entities involved; and
  2. the injury or damages which may result therefrom; and
  3. the circumstances by which the **Insureds** first became aware thereof;
- then any **Claim** subsequently made arising out of such fact, circumstance or situation shall be deemed to have been made when notice was first given to the **Insurer**.
- C. All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Act** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:
1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Act** is first made, or
  2. when notice pursuant to section VII. B. of a fact, circumstance or situation giving rise to such **Claim** is given.
- D. In addition to furnishing the notice as provided in sections VII. A. and VII. B., the **Insureds** shall give the **Insurer** such information and cooperation as it may reasonably require and shall, as soon as practicable, furnish the **Insurer** with copies of reports, investigations, pleadings and other papers in connection therewith.

**VIII. General Conditions**

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**A. Termination of Policy and Non-Renewal**

1. This Policy shall terminate at the earliest of the following times:
  - a. upon the receipt by the **Insurer** of written notice of cancellation from the **Named Insured**;
  - b. upon expiration of the **Policy Period** as set forth in Item 2. of the Declarations;
  - c. at such other time as may be agreed between the **Named Insured** and the **Insurer**; or
  - d. 20 days after receipt by the **Named Insured** of the **Insurer's** written notice of cancellation for non-payment of premium.
2. The **Insurer** may not cancel this Policy except for non-payment of any premium when due.
3. If this Policy is cancelled by the **Named Insured**, the **Insurer** shall retain the customary short rate proportion of the premium herein. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
4. If the **Insurer** decides not to renew this Policy, the **Insurer** shall provide written notice to the **Named Insured** at least 60 days prior to the end of the **Policy Period**. The notice shall include the reason for such non-renewal.
5. Any notices to be given to the **Named Insured** under this section shall be provided to the **Named Insured** at the last known principal address and to its insurance agent or broker. The mailing by certified mail of such notice shall be sufficient.

**B. Proposal**

The **Proposal** is the basis of this Policy and is incorporated in and constitutes a part of this Policy. A copy of the Proposal Form is attached hereto. Any material submitted with the Proposal Form shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations, that they are material and that this Policy is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds**, except for those person or persons who executed the Proposal Form, shall be imputed to any other **Insureds**. If any person or persons who executed the Proposal Form knew that such statements or representations were inaccurate or incomplete, then this Policy will be void as to all **Insureds**.

**C. Action Against the Insurer**

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial or by written agreement of the **Insureds**, the claimant and the **Insurer**.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement with the **Insurer** shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Insurer** as party to any action against the **Insureds** to determine the **Insureds'** liability, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representatives. Bankruptcy or insolvency of the **Insureds** or of their estates shall not relieve the **Insurer** of any of its obligations hereunder.

**D. Changes in Ownership**

If during this **Policy Period** the **Named Insured** shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert (herein referred to as the "Transaction") then, this Policy shall continue in full force and effect as to any **Wrongful Act** fully occurring prior to the effective time of the Transaction, but there shall be no coverage afforded by any provision of this Policy for any actual or alleged **Wrongful Act** occurring after the effective time of the Transaction.

The **Named Insured** shall give the **Insurer** written notice of the Transaction as soon as practicable but not later than 30 days after the effective date of the Transaction.

**E. Subrogation**

In the event of any payment under this Policy, the **Insurer** shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery thereof, and the **Insureds** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of the **Insureds**. In no event, however, shall the **Insurer** exercise its rights of subrogation against an **Insured** under this Policy unless such **Insured** has been convicted of a criminal act, or been judicially determined to have committed a deliberate fraudulent act, or obtained any profit or advantage to which such **Insured** was not legally entitled.

**F. Assignment**

This Policy and any and all rights hereunder are not assignable without the written consent of the **Insurer**.

**G. Entire Agreement**

By acceptance of this Policy, the **Insureds** and the **Insurer** agree that this Policy (including the **Proposal**) and any written endorsements attached hereto constitute the entire agreement between the parties.

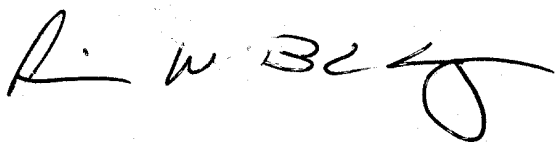
**H. Representation by Named Insured**

It is agreed that the **Named Insured** shall act on behalf of its **Subsidiaries** and all **Insureds** with respect to the giving and receiving of notices, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the receipt and acceptance of any endorsements issued to form a part of this Policy and the exercising or declining to exercise any right to an Extended Reporting Period.

**I. Coverage Territory**

This Policy only applies to a **Wrongful Act** taking place anywhere in the world.

In witness whereof, the **Insurer** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Insurer**.



*President and Chief Executive Officer*



*Secretary*