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*BMS Group Limited  
Certificate of Insurance*



This Insurance is effected with certain Underwriters at Lloyd's, London, HDI Global Specialty SE and Convex Insurance UK Limited under Binding Authority Agreement Number: **B128411222W21**

This Certificate is issued in accordance with the limited authorization granted to the Coverholder by HDI Global Specialty SE, Convex Insurance UK Limited and certain Underwriters at Lloyd's, London whose syndicate numbers (where applicable) and the proportions underwritten by them, which are defined in the attached Schedule of Security, can be ascertained from the office of the said Coverholder (such Underwriters being hereinafter called "the Insurers") and in consideration of the premium specified herein, the Insurers 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 this Certificate, and if it is not correct, return it immediately to the Coverholder for appropriate alteration.

In Witness whereof this Certificate has been signed at the place and on the date specified below;

**For And on Behalf of:**                    **THE COVERHOLDER,  
BMS Group Limited,  
One America Square,  
London,  
EC3N 2LS.**

A handwritten signature in cursive script, appearing to read "J. Gaugan".

Dated in London: 11 October 2021

**CERTIFICATE PROVISIONS**

1. **Signature Required.** This Certificate shall not be valid unless signed by the Coverholder on the front of the Certificate.
2. **Coverholder Not Insurer.** The Coverholder is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are HDI Global Specialty SE, Convex Insurance UK Limited and those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "the Insurers" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Agent for Insurers.** The Coverholder acts as agent for the Insurers in respect of binding coverage under this Insurance.
4. **Agent of the Insured.** The U.S. Surplus Lines Broker act as agent of the Insured.
5. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

**NEW JERSEY SURPLUS LINES NOTICE**

This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

**01/09/13  
LMA9063**

**NEW JERSEY SURPLUS LINES DISCLOSURE NOTICE**

The undersigned applicant has been advised by the undersigned originating insurance producer and understands that an insurance policy written by a surplus lines insurer is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance.

**01/09/13  
LMA9064**

## New Jersey

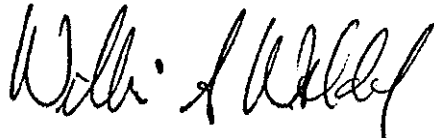
### NOTICE TO THE INSURED

This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The Insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

**Surplus Lines Broker:**

Waldorf Risk Solutions, LLC  
P.O. Box 590  
Huntington, NY 11743

License Number: 374975



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William G. Waldorf

**MAIN DECLARATIONS**

**Certificate No.:** 21W1962

**Unique Market Reference (UMR) Number:** B128421W1962

**Name of Insured:**

Garden State Council - SHRM

**Address of Named Insured:**

PO Box 225, Ironia, NJ 07845-0225  
United States of America

**Period of Insurance:**

**From:** 12 September 2021

**To:** 12 September 2022

Both days at 12.01 a.m. Standard Time at the address of the Named Insured shown above

**Type of Insurance:**

Commercial General Liability Insurance, Sexual Misconduct Liability, Employee Dishonesty and Crime, Errors and Omissions Insurance and Employment Practices and Management Liability Insurance.

**The Interest:**

Section B(1) Commercial General Liability, on all the Named Insured's operations.

Section B(2) Sexual Misconduct Liability.

Section B(3) Employee Dishonesty and Crime.

Section B(4) Errors and Omissions.

Section B(5) Employment Practices and Management Liability.

**Territorial Limits:**

Worldwide

**Insurance Limit(s) of Liability:**

Section B(1) USD1,000,000 combined single limit each and every occurrence

Overall aggregate limit for Section B(1) USD 2,000,000

Section B(2) USD1,000,000 per claim subject to an aggregate of USD2,000,000 inclusive of Defense Costs.

Section B(3) USD500,000 Per loss and in the aggregate.

Section B(4) USD1,000,000 per claim inclusive of Defense Costs and in the aggregate.

Section B(5) USD1,000,000 per claim and in the aggregate inclusive of Defense Costs in respect of Insuring Agreement (a).

USD1,000,000	per claim and in the aggregate inclusive of Defense Costs in respect of Insuring Agreement (b)
USD1,000,000	per claim and in the aggregate inclusive of Defense Costs in respect of Insuring Agreement (c) except for Claims alleging Employment Practices Violations.
USD1,000,000	per claim and in the aggregate inclusive of Defense Costs in respect of Insuring Agreement (c) solely for Claims alleging Employment Practices Violations.
USD100,000	For all Investigation Costs
USD4,000,000	For all Loss and Investigation Costs combined.

**Conditions:**

LMA3100 – Sanction Limitation and Exclusion Clause.  
LMA5096 – Several Liability Clause (Combined Certificate).  
LMA5390 – US Terrorism Risk Insurance act of 2002 as amended Not Purchased Clause.

**Notices:** US statutory Surplus Lines Notice Clause(s) LMA9063 & LMA9064, as attached.

**Choice of Law and Jurisdiction:**

In the event of any dispute arising between the Insured and the Insurers concerning this Insurance, the following Law and Jurisdiction Clause(s) shall apply:

**Law:** Both parties to this Contract agree that this Insurance shall be governed by the laws of the State of New Jersey

**Jurisdiction:** Jurisdiction over disputes will be in accordance with the Service of Suit Clause contained within the designated Contract Wording.

**Premium:**

USD5,123.15 (100%) annual.

Premium is exclusive of any taxes and charges payable by the Insured in addition to the premium.

**Premium Payment Terms:**

9 months

# SECTION B



**SECTION B(1)**

**EDUCATION, RELIGIOUS PURPOSE AND SOCIAL SERVICE ORGANIZATIONS**

**COMMERCIAL GENERAL LIABILITY INSURANCE POLICY**

**DECLARATIONS**

**Policy Number:** 21W1962

**1. Named Insured:**

**Garden State Council - SHRM**

**Mailing Address:**

PO Box 225, Ironia, NJ 07845-0225  
United States of America

**2. Policy Period:**

From: 12 September 2021  
To: 12 September 2022

Both days at 12.01 a.m. Standard Time at the address of the Named Insured shown above and for such further period or periods as may be mutually agreed upon.

**3. Limit Of Liability:**

(a) USD1,000,000 EACH AND EVERY OCCURRENCE (Coverages A and B combined)

(b) USD2,000,000 AGGREGATE FOR THE POLICY PERIOD (Coverages A and B combined)

**4. Deductible:**

USD NIL PER OCCURRENCE for Coverage A

USD NIL PER OCCURRENCE for Coverage B

**5. Premium:**

Included in the Main Schedule.

**6. Service Of Suit and Notice To Arbitrate:**

Wilson, Elser, Moskowitz, Edelman & Dicker,  
150 East 42nd Street,  
New York,  
New York 10017-5639,  
United States of America.

**7. All Claims And Circumstances Are To Be Reported Directly To:**

Charlotte Adjuster's,  
13850 Ballantyne Corporate Place,  
Suite 500,  
Charlotte,  
North Carolina 28227,  
United States of America.

**8. Additional Named Insureds Being On File With:**

Waldorf Risk Solutions, LLC,  
P. O. Box 590,  
Huntington,  
New York 11743,  
United States of America.

Dated in London: 11 October 2021

**EDUCATION, RELIGIOUS PURPOSE AND SOCIAL SERVICE ORGANIZATIONS  
COMMERCIAL GENERAL LIABILITY INSURANCE POLICY**

In consideration of the premium paid, the Named Insured's obligation to pay any Deductible amount stated in the Declarations and in reliance upon the representations made by the Insured incorporated by reference into this Policy, and subject to the definitions, terms, conditions and exclusions of this Policy, Underwriters agree:

**INSURING AGREEMENTS**

**I. COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

To pay on behalf of the Insured, subject to the Limit of Liability set forth in the Declarations, those sums the Insured shall become legally obligated to pay to others as damages, less the Deductible set forth in the Declarations, resulting from Bodily Injuries or Property Damage caused by an Occurrence anywhere in the world.

**II. COVERAGE B - PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**

To pay on behalf of the Insured, subject to the Limit of Liability set forth in the Declarations, those sums the Insured shall become legally obligated to pay to others as damages, less the Deductible set forth in the Declarations, for Personal Injury or Advertising Injury caused by an Occurrence arising out of the ordinary and customary business of the Insured or in the course of advertising the Insured's products and services, anywhere in the world.

**DEFENSE AND SETTLEMENT**

In addition to any obligation to pay damages for which the Insured shall become legally obligated, as set forth above:

Underwriters shall have the right to investigate any Claim and, after consultation with the Named Insured, settle any Claim covered by this Policy as, in Underwriters' exclusive discretion, Underwriters determine to be reasonable. Underwriters may settle any Claim only if such settlement will release the Insured from all liability arising out of the Occurrence. This right to settle exists regardless of and in addition to any applicable and available Deductible and Underwriters shall have the right to collect from the Insured any Deductible available and not paid in satisfaction of the settlement.

In addition to the Limit of Liability set forth in the Declarations, Underwriters shall also have the sole right and duty to defend any Claim covered by this Policy and to pay all Defense Costs incurred, less the Deductible set forth in the Declarations, in the defense of such Claim in a court or arbitral forum of competent jurisdiction that is legally able to render an enforceable judgment. Any duty by Underwriters to defend ceases upon payment of the judgment or settlement; in no event shall Underwriters' obligation to pay any judgment or settle any claim exceed the Limit of Liability set forth in the Declarations.

Furthermore, any duty by Underwriters to defend ceases upon payment to the Named Insured of the Limit of Liability set forth in Declaration 3(a) or the remainder of any "Aggregate For The Policy Period" set forth in Declarations 3(b) if,

- (i) such tender is accepted by the Named Insured;
- (ii) the Limit of Liability is **unconditionally** paid to the Named Insured, and;
- (iii) the Named Insured executes a Policy Release in favor of Underwriters.

With respect to any Claim as may potentially be covered by this Policy: (i) the Insureds shall at all times fully cooperate with Underwriters and Underwriters shall have the right to be promptly provided with all such information and documents in any matter and all things concerning the Claim as the Insurer shall reasonably require; (ii) the Insurer shall be kept fully and timely informed as to all matters relating to or concerning the investigation, defense, settlement or appeal of any such Claim and shall have the right to receive a copy of any and all relevant documents, records and reports relating thereto; (iii) the Insurer shall have the right to associate effectively with the Insureds in the defense, investigation and the negotiation of any settlement of any Claim; and (iv) Underwriters shall be entitled to full information and all particulars it may request in order to reach a decision as to reasonableness.

Underwriters agree to defend and indemnify a non-insured party ("Indemnitee"), to the same extent coverage is provided to an Insured, for any Claim covered under the terms of this Policy if the Indemnitee is owed an express duty of indemnity by the Insured under the express terms of a written Insured Contract and provided the indemnity agreement is not contrary to law or public policy. As condition precedents to Underwriters assuming the defense of the Indemnitee under this Policy, the Indemnitee agrees to i) timely report the Claim to all of its insurers for any coverage that may be available or applicable to the Claim asserted against the Indemnitee, ii) there cannot be any actual or perceived conflict between the interests of the Insured and the Indemnitee, and iii) the Insured and the Indemnitee must provide prior written consent to Underwriters' appointment of a single attorney to defend the Claim. The Indemnitee must further agree, in writing, to allow Underwriters to control the defense of the Claim to the same extent as if an Insured and to cooperate and associate fully in the investigation, settlement and defense of the Claim.

Underwriters will also pay, within the applicable Limit of Liability, the reasonable and actual expenses incurred by the Insured, less the Deductible set forth in the Declarations, when Underwriters specifically request, in writing, that the Insured assist in the investigation or defense of a Claim, including any actual loss of earnings that do not exceed USD500 per day. The reimbursement for actual loss of earnings shall not exceed USD25,000.

Underwriters also agree to pay, within the applicable Limit of Liability, less the Deductible set forth in the Declarations, and in addition to any Loss, those court costs, and pre-judgment and post-judgment interest, as may be taxed or awarded by the court against the Insured or Indemnitee, but only on that part of any judgment indemnified under the terms of this Policy, and up to the actual date of payment or the deposit into court of that part of the judgment that is within the applicable Limit of Liability.

Regardless of and in addition to any applicable and available Deductible, the Insured or Indemnitee shall not, except at their own cost, admit to or assume any liability, voluntarily make any payment, assume any obligation, or incur any costs, expenses or damages.

#### **PERSONS INSURED**

The following entities and individuals are an **"Insured"** under this Policy:

1. The Named Insured set forth in the Declarations and its Subsidiaries, Affiliates and Parent, as defined by this Policy, or added by specific endorsement.
2. All Employees, faculty members, teachers, teaching assistants, student teachers, students and volunteers, directors, trustees, emeriti, committee members, members of the clergy or members of the religious order sponsoring the Named Insured, while acting within the scope of their duties for or on behalf of the Named Insured.
3. The estates, heirs and legal representatives of any Insured, but only if such Insured would have been provided coverage under this Policy but for the Insured's death or incapacity; the spouse of any Insured, but only to the extent that a Claim is being asserted based solely on their status as a spouse of an Insured.
4. With respect to Mobile Equipment, a person is an Insured while operating such equipment with the permission of the Named Insured (including any person or entity responsible for the supervision of the person operating such equipment) with respect to liability arising out of the operation of Mobile Equipment, but, this Policy is expressly excess to all other valid and collectible insurance.
5. Any person or entity that is added to this Policy as an "Additional Named Insured" either by Endorsement or by being on file with the firm named for such purpose in Item 8 of the Declarations to this Policy.
6. Any person or entity to whom the Insured entities identified in Paragraph 1. above contractually agreed to add as an additional insured under this Policy, but only to the extent that: (a) such contract was signed by all parties prior to the date of the Occurrence giving rise to the Bodily Injury, Property Damage, Personal Injury or Advertising Injury, and (b) the Occurrence giving rise to the Bodily Injury, Property Damage, Personal Injury or Advertising Injury is caused, either in whole or in part, by an act, error, or omission of the Insured entities identified in Paragraph 1. above, or someone acting on behalf of the Insured entities identified in Paragraph 1. above, in the course of performing the work or event that is the subject of such contract. No additional insured status will be afforded to any person or entity for any Occurrence that happens after the work or event that is the subject of the contract has been completed in its entirety.

## DEFINITIONS

1. **"Advertising Injury"** means injury arising out of (i) the oral or written publication of material that defames a person or organization and/or its goods, products or services; (ii) the oral or written publication of material that violates a person's right of privacy; (iii) the illegal appropriation of advertising ideas or style of doing business; or (iv) the infringement or illegal appropriation of a copyright, trademark, service mark, slogan or trade dress in any of the Insured's advertisements. The number of injuries for the purpose of applying Limits of Liability is determined by the cause or causes of the injury(ies) and not to the number of injuries or Claims; a single, multiple, continuous, repeated or related cause, which results in all the injury(ies), is a single Claim.
2. **"Affiliate"** means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code that is not a Subsidiary, is added to this Policy as an Insured by endorsement and has its financial or managerial decisions controlled by the Insured or a Subsidiary, whether by membership or contract, but only while acting within the scope of their duties for or on behalf of the Organization or Agency.
3. **"Athletic Injury"** means any injury proximately caused by the active participation in any school sanctioned or unorganized athletics regardless of whether such participation is undertaken by or on behalf of the Named Insured or off the premises of the Named Insured.
4. **"Automobile"** means a motorized land vehicle, trailer or semi-trailer, designed principally for travel on public roads, including any permanently attached specialized machinery or equipment designed to elevate workers, or designed for snow removal, road maintenance other than construction or resurfacing and street cleaning.
5. **"Bodily Injury"** means any physical injury, sickness or disease, sustained by a person, including any consequential death. Bodily Injury includes emotional distress and/or mental anguish. Bodily Injury also means any physical injury caused by the Medical Malpractice of an Insured who: (a) has been trained, or is in the process of being trained, to provide medical treatment and (b) who is not covered under the terms of any other valid and collectible professional liability insurance policy, including any excess insurance policy.  
  
Bodily Injury does not mean and specifically excludes all physical injury, sickness, disease, emotional distress or mental anguish arising out of the transmission of sickness or disease by an Insured through sexual contact.
6. **"Claim"** means any written demand made upon an Insured that seeks money as damages arising from an Occurrence, money as damages arising from Personal Injury, or money as damages arising from Advertising Injury.  
  
All **Claims** arising from either (i) a single accident and/or a single Personal Injury and/or a single Advertising Injury or, (ii) multiple, continuous, repeated, or related accidents and/or Personal Injuries and/or Advertising Injuries shall be regarded as one **Claim** and as having taken place at the time of the earliest accident and/or Personal Injury and/or Advertising Injury.
7. **"Covered Product"** means any product that is (i) manufactured, used, distributed, licensed, advertised or sold, or (ii) any manufacturing, technological or scientific process that is used, distributed, licensed, advertised or sold by or with the written consent of the Named Insured.
8. **"Computer System"** shall mean any computer hardware, software, electronic data, and any other associated devices used to facilitate such hardware, software and electronic data, that is: (a) owned or leased by the Named Insured or any other entity qualifying as an Insured; (b), that is owned or leased by an Insured and that is or has been used, whether in whole or in part, in connection with the business of the Named Insured or any other entity qualifying as an Insured, or (c) that is operated by a third-party vendor for the benefit of the Named Insured or any other entity qualifying as an Insured.
9. **"Defense Costs"** shall mean the reasonable and necessary fees, cost and expenses charged by an attorney designated by Underwriters, reasonable and necessary fees, costs and expenses incurred by or consented to by Underwriters in the investigation, defense and appeal of a Claim; premiums incurred to purchase an appeal, attachment, bail or such similar court bond; and reasonable and necessary fees and costs incurred for arbitration, mediation or other alternate dispute resolution agreed to by Underwriters. Underwriters' obligation to pay the premiums on court bonds is limited to bonds that do

not exceed the applicable Limit of Liability and there is no obligation on the part of Underwriters to apply for or furnish any such bond.

10. **"Employee"** means any permanent or temporary statutory or leased worker. A leased worker must be acting within the scope of their duties for or on behalf of the Named Insured pursuant to a written agreement with a firm or company that leases workers to others in the ordinary course of business.
11. **"Employment Practices Violation"** means any alleged or actual:
- a. wrongful dismissal, discharge or termination of employment, including breach of an implied contract;
  - b. harassment, whether "quid pro quo", hostile work environment, or otherwise;
  - c. discrimination and statutory violations relating to age, gender, race, color, national origin, religion, sexual orientation, pregnancy, or for violation of the Americans With Disabilities Act;
  - d. retaliation relating to any **Employment Practices Violation**;
  - e. employment-related misrepresentations to an Employee or applicant for employment;
  - f. employment-related defamation or invasion of privacy;
  - g. wrongful discipline;
  - h. wrongful failure to grant tenure;
  - i. wrongful failure to employ or promote;
  - j. wrongful deprivation of career opportunity; or
  - k. failure to provide or enforce adequate or consistent employment policies and procedures relating to any **Employment Practices Violation**.
12. **"Impaired Property"** means tangible property, other than the Insured's work product, that:
- (a) cannot be used or is rendered less useful because it incorporates the Insured's work product that is known or thought to be defective or dangerous; or
  - (b) the Insured failed to fulfill the terms of a contract with respect to tangible property,
- if such property can be restored to use by the repair, replacement or removal of the Insured's work product, or, by the Insured fulfilling the terms of its contract.
13. **"Insured Contract"** means: (i) a lease of real property or a contract for the temporary use of premises, including an agreement to be liable for fire or water damage to those premises caused by the negligence of the Insured, while the premises are occupied by the Insured; any coverage provided for fire damage or water damage shall be excess of all valid and collectible fire insurance covering those premises; (ii) a sidetrack agreement; (iii) an easement or license upon real property; (iv) a statutory obligation to indemnify a municipality; (v) an elevator maintenance agreement; (vi) any other written contract, entered into by the Insured in the ordinary course of business, under which the Named Insured has assumed the unintentional tort liability of another party for the Bodily Injury or Property Damage to a third person or organization. This provision does not apply to any contract that indemnifies an architect, engineer or surveyor for injury or damage arising out of such professional's preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or giving directions or instructions, or failing to give them.
14. **"Loss"** means (i) Defense Costs, compensatory damages, judgments, and multiple statutory damages awarded by judgment, if insurable; and (ii) notwithstanding the definition of Claim, the reasonable costs incurred to comply with injunctive and other non-monetary relief;

## Attaching to & forming part of Certificate Number: 21W1962

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However, **Loss** shall not include (i) civil or criminal fines, sanctions, or penalties; taxes; (ii) the return of, reimbursement for or the value of tuition, scholarships, donations, stipends or grants; and (iii) any amount that is not insurable.

15. **"Medical Malpractice"** means any physical injury, sickness or disease arising out of the rendering of or failure to render the following professional services: (i) medical, surgical, dental, psychiatric, psychological or nursing services; (ii) furnishing and dispensing of drugs, medical, dental or surgical supplies and appliances; (iii) handling of and performing post-mortem examination on human bodies;
16. **"Mobile Equipment"** means a land vehicle other than an Automobile, whether self-propelled or not, including any attached machinery or equipment, principally designed for use off public roads, whether owned, borrowed, leased or rented by the Named Insured and used in the course of the Named Insured's business for purposes other than the carriage of people or cargo, or used principally on or next to the Named Insured's premises.
17. **"Occurrence"** means (i) an accident, including the continuous or repeated exposure to substantially the same general harmful condition that results in Bodily Injury or Property Damage during the Policy Period and specifically includes any accident caused by a defective Covered Product; and/or (ii) Personal and/or Advertising Injury which commences during the Policy Period.

The number of **Occurrences** for purposes of applying Limits of Liability is determined by the cause or causes of the injury(ies) and not to the number of injuries or Claims; a single proximate, uninterrupted and continuing cause, which results in all the injury(ies), is a single **Occurrence**.

18. **"Parent"** means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, and has financial and managerial control over the Named Insured, but only with respect to Claims that arise out of the **Parent** acting within the scope of such managerial control for or on behalf of the education, religious purpose or social service organization.
19. **"Personal Injury"** means any injury sustained because of (i) a violation of a constitutional or statutory civil right, including a right of privacy of a person; (ii) wrongful imprisonment or detention, false arrest, abuse of process or malicious prosecution; (iii) defamation or the disparagement of the products or work of others; (iv) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by authority of or on behalf of the property's owner, landlord or lessor; providing such injury is not covered under the terms of any other valid and collectible insurance, including any excess insurance. The injuries described herein shall be considered **Personal Injury** for the purpose of this Policy only to the extent that the injured person is not an Insured, with the exception of student teachers, students, and volunteers. The number of injuries for purposes of applying Limits of Liability is determined by the cause or causes of the injury(ies) and not to the number of injuries or Claims; a single, multiple, continuous, repeated or related cause, which results in all the injury(ies), is a single Claim.
20. **"Policy Period"** means the period from the effective time and date of this Policy to the expiration date, as stated in Item 2 of the Declarations, or earlier cancellation date of this Policy.
21. **"Products-Completed Operations Hazard"** includes Bodily Injury and Property Damage that occurs off the Named Insured's premises due to, in whole or in part, the Named Insured's Work Product, unless the product continues to be in an Insured's physical possession or the work is not yet completed or abandoned. Work Product that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed. The **Products-Completed Operations Hazard** does not include Bodily injury and Property Damage arising out of (i) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the Insured, but caused by (i) the loading or unloading of that vehicle by an Insured, or (ii) the Named Insured's tools, uninstalled equipment or its abandoned or unused materials.
22. **"Property Damage"** means any damage to tangible property and any consequential damages proximately caused by loss of use of that property. **Property Damage** shall also mean loss of use of tangible property that is not otherwise actually damaged. Loss of use is deemed to have occurred at the time of Occurrence. **Property Damage** does not mean damage caused by unexplained disappearance, theft or conversion. Additionally, **Property Damage** shall not include any electronic data of any type.

23. **"Subsidiary"** means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, whereby the Named Insured either directly or indirectly owns more than 50% of the voting interest, or has the right or controls the right to elect or appoint more than 50% of the voting directors or trustees. **Subsidiary** also means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code that becomes a subsidiary during the Policy Period if within ninety (90) days of the becoming a subsidiary, the Insured provides Underwriters with notice of ownership and/or control and agrees to pay any additional premium and/or agrees to an endorsement to the Policy that excludes coverage for any Occurrence prior to the date of the endorsement.
24. **"Work Product"** means products manufactured, sold, handled, distributed or disposed of by the Named Insured, including containers, raw materials, parts or equipment furnished in connection with such products and those operations performed, including the materials, parts or equipment furnished, together with warranties or representations made as to the fitness, quality, durability, performance or use thereof and/or the failure to provide warnings or instructions.

### EXCLUSIONS

**This Policy does not apply to any Claim for:**

- (a) **Expected or Intended Injury:** Bodily Injury or Property Damage the Insured expected or intended as a consequence of the Insured's intended, non-fortuitous act. This exclusion will not apply to Bodily Injury that may result from reasonable force used to protect persons or property.
- (b) **Prior Knowledge:** Bodily Injury, Property Damage, Personal Injury, Advertising Injury if prior to this Policy's inception date, such Bodily Injury, Property Damage, Personal Injury or Advertising Injury is known to have occurred, whether in whole or in part, by any person authorized by the Named Organization to give notice of Claim pursuant to the REPORTING PROVISIONS set forth below.
- (c) **Criminal Acts:** Bodily Injury, Personal Injury, Advertising Injury, Property Damage arising out of, in connection with, based upon or attributable to committing, in fact, any criminal act; the criminal act of the Insured shall not be imputed to any other Insured who did not, in fact, commit, aid or abet, or acquiesce in the commission of the criminal act; however, Underwriters will defend, to the extent allowed by law, any Claim arising out of, in connection with, based upon or attributable to any alleged criminal act until there is a final, non-appealable, adjudication, adverse to the Insured, establishing the Insured's commission of the criminal act;
- (d) **Sexual Misconduct:** Bodily Injury, Personal Injury, Advertising Injury or Property Damage arising out of, in connection with, based upon or attributable to any non-consensual, intentional physical touching of a sexual nature or non-consensual, lewd or lascivious behavior. Lack of consent may be inferred from the use of force, coercion, physical intimidation, or advantage gained by the victim's mental or physical incapacity or impairment of which the perpetrator was aware or should have been aware.
- (e) **Contractual Liability:** Bodily Injury or Property Damage for which the Insured is obligated to pay damages solely by reason of the assumption of liability by contract.

This Exclusion does not apply to liability for damages that (i) the Insured would otherwise have been liable for in the absence of the contract; or (ii) the Insured assumed by contract that is an Insured Contract, as defined; provided such Bodily Injury or Property Damage occurs subsequent to the execution of the Insured Contract.

Defense Costs incurred for persons or organizations other than the Insured, for liability under an Insured Contract and for which the Insured has no liability in the absence of the Insured Contract, shall be paid as Bodily Injury or Property Damage within the applicable Limit of Liability.

- (f) **Liquor Liability:** Bodily Injury or Property Damage for which the Insured may be held liable by reason of the Insured's "for profit" manufacturing, distribution or selling of alcoholic beverages in the ordinary course of the Insured's business. This Exclusion is not intended to limit coverage for any liability caused by the Insured contributing to the intoxication of a person or by furnishing alcoholic beverages to persons under the legal drinking age or those already intoxicated or for the violation of any statute or regulation governing the sale, use or distribution of alcoholic beverages.



- (g) **Workers' Compensation and Similar Laws:** Bodily Injury or Personal Injury encompassing (i) any obligation of the Named Insured to any Insured or other person for damage that is compensated pursuant to a Workers' Compensation, disability benefits or unemployment compensation law; or (ii) any obligation of the Named Insured to any Insured or other person arising out of and in the course of employment by the Insured or in performing duties related to the conduct of the Insured's business, or (iii) any obligation of the Named Insured to the spouse, child, parent, or sibling of that Employee as a consequence of any Bodily Injury or Personal Injury to an Employee in the course of employment by the Named Insured.

This exclusion shall not be applicable to the vicarious liability of the Named Insured for the Bodily Injury or Personal Injury caused by an Insured to any other Insured that is not otherwise covered under the terms of any other valid and collectible liability insurance policy, including any excess insurance policy. This exclusion shall not be applicable to any Claim reported by any non-Employee Insured, their spouse, child, parent, or sibling, as a consequence of any Bodily Injury, that is not otherwise compensated pursuant to a Workers' Compensation, disability benefits or unemployment compensation law or any other valid and collectible liability insurance policy.

- (h) **Pollution:** Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of, based upon, attributable to, or in any way involving, directly or indirectly the actual, alleged or threatened, discharge, dispersal, presence, seepage, migration, release or escape of pollutants, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or in any way respond to or assess the effects of pollutants, or the Asbestos Hazard Emergency Response Act, 15 U.S.C. Section 2641 et seq. For the purpose of this exclusion, pollutants shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, mold, fungi, lead, bacteria, viruses or microbial matter, chemicals and waste. Waste also includes (but is not limited to) materials to be recycled, reconditioned or reclaimed. This exclusion applies to any premises, site or location which is or was at any time owned, maintained, operated, controlled, bequeathed, occupied by, rented or loaned to any Insured, or used by or for any Insured or others for the handling, storage, disposal, processing or treatment of waste including contractors or subcontractors working directly or indirectly on any Insured's behalf. This exclusion also applies to pollutants that are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom as Insured you may be legally responsible.

This exclusion will not apply to Bodily Injury or Property Damage arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform ordinary and necessary educational/class laboratory experiments and performing the normal electrical, hydraulic or mechanical functions necessary for the operation of Mobile Equipment or its parts, if such fuels, lubricants or other operating fluids escape from an equipment's part designed to hold, store or receive them. This exception to the exclusion will not apply, however, if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or are brought on or to the premises, site or location with the intent to be discharged, dispersed or released.

This exclusion will not apply to Bodily Injury or Property Damage for heat, smoke or fumes from a fire that becomes uncontrollable or breaks out from where it was intended to be, if such fire originates on premises owned or occupied by the Named Insured.

- (i) **Aircraft and Automobile:** Bodily Injury or Property Damage arising out of the ownership, maintenance, use, operation or entrustment to others of any aircraft or Automobile in the course of conducting the Named Insured's business.

This exclusion does not apply to (i) Bodily Injury or Property Damage arising out of, in connection with or attributable to a parked and stationary Aircraft or Automobile on, or next to, premises owned or occupied by the Named Insured; (ii) to liability assumed under any Insured Contract for the ownership, maintenance or use of an Aircraft or Automobile; (iii) to Bodily Injury or Property Damage arising out of the operation of "Cherry Pickers" or similar devices used to elevate workers or the operation of machinery or equipment permanently attached to an Automobile.

- (j) **Work Product:** Property Damage to the Insured's Work Product included in the Products-completed Operations Hazard, unless the damage arises from work performed on an Insured's behalf by a subcontractor.

- (k) **Excluded Property Damage:** Property Damage or any diminution in value of: (i) real property owned, leased, maintained, controlled or occupied by any Insured; (ii) real property sold, given away or abandoned by an Insured; or (iii) personal property in the care, custody or control of an Insured; except that this Exclusion shall not apply to property damage, caused by fire or water, to premises, while those

premises are rented and/or occupied with the permission of the owner, by the Named Insured or by an Insured member of the clergy or an Insured member of the religious order sponsored by the Named Insured. (i) and (iii), above, shall not apply to any premises and its contents, if rented by any Insured for a period not exceeding seven (7) consecutive days.

- (l) **Damage to Impaired Property or Property Not Physically Damaged:** Property Damage to Impaired Property or property that has not been physically damaged, arising out of (i) a defect or dangerous condition in the Insured's Work Product: or (ii) a delay or failure of an Insured acting on the Named Insured's behalf to perform a contract in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to an Insured's Work Product after it has been put to its intended use.

- (m) **Recall of Products Work or Impaired Property:** damages claimed for the costs or expenses incurred for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of an Insured's Work Product or Impaired Property as a result of it being withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect or dangerous condition.
- (n) **Bodily Injury** arising out of (i) Personal Injury, (ii) Advertising Injury, or (iii) Athletic Injury, except when such Athletic Injury is caused by the negligence of the Insured. To the extent that any Athletic Injury is covered under this Policy, such cover shall be excess to any valid and collectible accident insurance, healthcare or medical insurance, homeowners' insurance, or any other insurance, that is applicable to such loss.
- (o) **Advertising Injury** arising out of (i) breach of contract, other than the misappropriation of advertising ideas; (ii) the failure of goods, products or services to conform with advertised quality or performance; (iii) the wrong description or price of goods, products or services in an advertisement or promotion; (iv) the intentional dissemination of false information to the public in the advertising or promotion of goods, products or services.
- (p) **Data Breach.** Bodily Injury, Property Damage, Personal Injury and Advertising Injury arising out of, based upon, or attributable in any way to the unauthorized disclosure of, or unauthorized access to, any confidential personal information, including but not limited to: social security number; medical or healthcare data or other protected health information; driver's license information; bank or credit card information; or any other non-public information that may be protected by any federal, state or local legislation or regulation governing the confidentiality of personally identifiable information.. This exclusion shall apply regardless of whether such information is maintained in paper format, in an electronic format on a Computer System, or otherwise.
- (q) **Computer System Breach.** Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of, based upon, or attributable in any way to any: (1) unauthorized use of or hack on a Computer System or (2) introduction of any program, code, or data, or any other form of attack, on a Computer System.
- (r) **Professional Liability.** Bodily Injury, Property Damage, Personal Injury and Advertising Injury arising out of, based upon or attributable in any way to the rendering or failure to render professional services.
- (s) **Employment Practices.** Bodily Injury, Property Damage, Personal Injury and Advertising Injury arising out of, based upon or attributable to any alleged Employment Practices Violation.

## **REPORTING PROVISIONS**

The Insured shall report, in writing, as soon as practicable, to Underwriters, at the address set forth at Item 8 of the Declarations, any Claim made against the Insured, setting forth the date of the Claim, the date of the Occurrence and name of the person(s) involved, the specific injuries alleged, including but not limited to how and where the Occurrence took place, the names and addresses of the injured persons and witnesses, and the nature of any injury or damage arising out of the Occurrence. The Insured shall also provide copies of any pleading or written documents received setting forth the Claim. Such reporting shall be made irrespective of the applicability, existence, or exhaustion of any Deductible.

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Only those necessary and reasonable fees, costs and expenses i) incurred in cooperation with Underwriters, ii) incurred on and after the date the Claim was reported to Underwriters as set forth above, and iii) paid by the Named Insured, shall be allowed as a credit to the Named Insured's Deductible.

If during the Policy Period there is an Occurrence or event that may reasonably be expected to give rise to a Claim ("Circumstance") against the Insured, the Insured shall give written notice to Underwriters and the reasons for anticipating such a Claim, together with the information requested above. If a Claim is subsequently made against any Insured, then the Insured shall advise Underwriters as soon as practicable and provide all information requested in the preceding paragraph.

The Insured agrees to cooperate in the investigation, defense and/or settlement of the Claim and will assist Underwriters, upon request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage for which this insurance may apply.

### **SUBROGATION AND NOTICE OF AUTHORITY**

In the event of payment by Underwriters under the terms of this Policy, Underwriters shall be subrogated to the extent of such payment to all of the Insured's rights of recovery, and the Insured shall execute all papers required and shall provide its full cooperation and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable Underwriters effectively to bring a lawsuit in the name of the Insured. For purposes of this provision, the Named Insured is the duly appointed agent of all the Insureds and is authorized to execute, in the name of the Insured, all documents required to secure Underwriters' rights of subrogation, contribution or other legal rights or remedies.

It is also agreed that the Named Insured may act on behalf of all the Insureds with respect to the giving of any Notice required by this Policy, the cancellation of the Policy, 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 the right to an Extended Reporting Period.

This Policy and the rights and obligations under the terms of this Policy are not assignable without the prior written consent of Underwriters by an endorsement to the Policy and the payment of any applicable premium.

The Named Insured may grant release from liability to any person or entity i) with whom any Insured is operating under written contract; or ii) any person or entity that has agreed by contract to be so released from liability, but only in respect to operations specified in the written contract set forth herein; and provided

- a. the release is granted prior to loss, and
- b. the loss or damage subject to the release arises out of or in connection with the contracted operations.

Underwriters agree to waive their rights of subrogation against any person or entity released from such liability, but this waiver shall apply only in respect to the specific written contract existing between the Insured and such other person or entity, and shall not be construed to be a waiver in respect to other operations of such person or entity in which the Insured has no contractual interest.

### **DEDUCTIBLE**

Underwriters shall only be liable for Loss in excess of any deductible amounts stated in the Declarations as applicable to Coverage and its Limit of Liability and the Limit of Liability shall be reduced by the application of such deductible amount. The Aggregate Limit of Liability set forth in the Declarations shall likewise be reduced by the application of the deductible amounts for all Occurrences.

### **OTHER INSURANCE**

Unless specifically stated in this Policy to the contrary, any insurance as may be provided by this Policy shall be primary over any other valid and collectible insurance insofar as such insurance is applicable to the Claim, except this Policy shall be as excess insurance to all other valid and collectible insurance, as follows:

- (a) Automobile Liability Insurance and/or Comprehensive Insurance covering any automobile owned, leased or operated for the general business purpose of the Named Insured;

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- (b) Medical Malpractice Insurance covering any health care professional while acting for the general business purpose of the Named Insured;
- (c) any policy of insurance in which the Named Insured has been designated an "insured" or an "additional insured" with respect to liability arising out of the Named Insured's operations or with respect to premises leased or occupied by the Named Insured, or under construction and/or alterations on property owned by the Named Insured;
- (d) any policy of insurance that is specifically designated to provide primary liability insurance whereby Underwriters shall not be liable under this Policy for a greater proportion of the damages and costs of defense than the applicable Limit of Liability stated in the Declarations bears to the total applicable limits of liability of all valid and collectible primary insurance.
- (e) solely with respect to any Claim reported by any non-Employee Insured, their spouse, child, parent, or sibling, as a consequence of any Bodily Injury, that is not otherwise compensated pursuant to a Workers' Compensation law, coverage provided herein shall be excess to any valid and collectible accident and/or health insurance.

**MEDIATION AND ARBITRATION**

If a dispute arises out of or relates to this Policy or the breach of any of the terms and conditions thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration.

It is also agreed that any controversy or claim arising out of or relating to this Policy or the breach of any of the terms and conditions thereof, whether arising during the Policy Period or after cancellation or termination of this Policy, including any determination of the amount of damage or injury as defined under the terms of this Policy, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be before a panel of three (3) Arbitrators, appointed in accordance with the Commercial Arbitration Rules, having expertise in the legal and insurance issues relevant to the matters in dispute. The written decision of the arbitrators shall be provided to all parties and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties also agree that the American Arbitration Association Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrators' award shall not include attorney fees or other costs, and each party shall bear equally the expenses of the arbitration.

Any party may commence such arbitration proceeding in a location that is mutually agreed upon between Underwriters and the Insured. If the parties cannot agree upon a location, the fixing of a locale shall be in accordance with the Commercial Arbitration Rules. The arbitrators shall give due consideration to the general principles of American jurisprudence in the construction and interpretation of the Policy. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy, disregarding the authorship of the language. The arbitrators shall also disregard the doctrine of reasonable expectations and may not make any presumption or arbitrary interpretation of construction in favor of any party.

**SERVICE OF SUIT**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of an Insured's or 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 to seek a transfer of a case to another court as permitted by the laws of the United States or of any State or Territory of the United States.

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It is further agreed that service of process in such suit may be made upon the person or firm set forth in Item 6 of the Declarations or their representative and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The person or firm set forth in Item 6 of the Declarations or their representative are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state or territory of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose by statute, or his successor or successors 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 behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**ACTION AGAINST UNDERWRITERS**

Except as may be provided by a "direct action" statute, this Policy does not provide any third-party right to join Underwriters as a party to any action brought against an Insured, nor shall Underwriters be impleaded into any action by the Named Insured or any Insured.

**MULTIPLE LIMITS OR POLICIES**

If a Claim seeks monetary damages that may be covered under one or more of the Insuring Agreements designated in this Policy as Coverage A. or Coverage B ("Multiple Limits"), Underwriters shall be liable under this Policy for only the single largest Limit of Liability set forth in the Declarations.

If two or more policies of insurance issued by Underwriters, covering any Insured, as defined under this Policy ("Multiple Policies"), apply to the same or related Claim, Underwriters shall be liable for only the single largest Limit of Liability set forth in the Declarations to all policies provided by Underwriters to the Insured. Underwriters will not be liable under this Policy for a greater proportion of the damage than Underwriters' total liability under this Policy bears to the total liability available under all the Multiple Policies.

**CANCELLATION CLAUSE**

This Policy may be cancelled by the Named Insured set forth in Item 1 of the Declarations at any time by written notice or by surrender of the Policy. This Policy may also be cancelled by or on behalf of the Underwriters by delivering to the Named Insured or by mailing to the Named Insured, by registered, certified or other first-class mail, at the Named Insured's address as shown in Item 1 of the Declarations, written notice stating when, not less than ninety (90) days thereafter, except thirty (30) days for non-payment of premium, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this Policy is cancelled by the Named Insured, Underwriters shall retain the customary short rate proportion of the premium hereon. If this Policy shall be cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon and any unreimbursed Deductible due on account of a Loss paid under any Policy issued by Underwriters. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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**SECTION B(2)**

**SEXUAL MISCONDUCT LIABILITY INSURANCE POLICY**

**NOTICE: THIS IS A CLAIMS MADE POLICY FORM. EXCEPT AS OTHERWISE PROVIDED HEREIN, COVERAGE IS LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO UNDERWRITERS DURING THE POLICY PERIOD. PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS POLICY WITH YOUR INSURANCE AGENT, BROKER OR CONSULTANT.**

**NOTICE: PAYMENTS INCURRED FOR DEFENSE COSTS WILL REDUCE BOTH THE PER CLAIM LIMIT AND THE AGGREGATE LIMIT OF LIABILITY AVAILABLE TO PAY ANY LOSS.**

**DECLARATIONS**

**Policy Number:** 21W1962

**1. Named Insured:**

Garden State Council - SHRM

**Mailing Address:**

PO Box 225, Ironia, NJ 07845-0225  
United States of America

**2. Policy Period:**

**From:** 12 September 2021

**To:** 12 September 2022

Both days at 12.01 a.m. Standard Time at the address of the Named Insured shown above and for such further period or periods as may be mutually agreed upon.

**3. Limit of Liability:**

(a) USD1,000,000 PER CLAIM (including Defense Costs), subject to (c), below.

(b) USD2,000,000 AGGREGATE FOR THE POLICY PERIOD (including Defense Costs)

(c) Subject to, and not in addition to, the Limit(s) of Liability set forth in Declarations 3.(a) and Declarations 3.(b), above:

the payment of any Loss that arises from a Claim that is based upon either 1) a single act of Sexual Misconduct, or 2) multiple, continuous, repeated, or related acts of Sexual Misconduct, committed by either one perpetrator or by two or more perpetrators, while acting in concert, and

(i) such act(s) first occurred prior to the inception date of this Policy as set forth in Declarations, Item 2, and (ii) after the Continuity Date set forth in Declarations, Item 5, the PER CLAIM (including Defense Costs) LIMIT OF LIABILITY,

shall be subject to a SUB-LIMIT OF LIABILITY that is computed based upon the available limit of liability [subject to the deductible/self-insured retention] set forth in any valid and collectible insurance policy in effect on the date such act(s) first occurred that would have covered such Loss had a claim been made during such earlier policy period.

It shall be a condition precedent to the payment of any Loss arising from a Claim set forth herein that the Named Insured shall provide Underwriters with a copy of all prior insurance policy(ies) in effect on the date such act(s) first occurred that would have covered such Loss had a claim been made during such earlier policy period.

**4. Deductible:**

USD NIL per claim inclusive of Defense Costs.

**5. Continuity Date:**

12 September 2006

**6. Service Of Suit and Notice To Arbitrate:**

Wilson, Elser, Moskowitz, Edelman & Dicker,  
150 East 42nd Street,  
New York,  
New York 10017-5639,  
United States of America.

**7. All Claims Are To Be Reported Directly To:**

Charlotte Adjuster's,  
13850 Ballantyne Corporate Place,  
Suite 500,  
Charlotte,  
North Carolina 28227,  
United States of America.

**8. Additional Named Insureds Being On File With:**

Waldorf Risk Solutions, LLC,  
P. O. Box 590,  
Huntington,  
New York 11743,  
United States of America.

**9. Premium:**

Included in the Main Schedule.

**Dated in London: 11 October 2021**



## SEXUAL MISCONDUCT LIABILITY INSURANCE POLICY

In consideration of the premium paid, the Named Insured's obligation to pay any Deductible amount stated in the Declarations and in reliance upon the representations made by the Insured incorporated by reference into this Policy, and subject to the definitions, terms, conditions and exclusions of this Policy, Underwriters agree:

### INSURING AGREEMENTS

#### 1. WORLDWIDE COVERAGE

To pay on behalf of the Insured, subject to the Limit of Liability set forth in the Declarations, all sums which the Insured shall become legally obligated to pay as Loss, less the Deductible set forth in the Declarations, resulting from any Claim first made against the Insured and reported to Underwriters during the Policy Period, or any applicable Discovery or Extended Reporting Period, for any actual or alleged Sexual Misconduct, anywhere in the world, and which, did not occur prior to the Continuity Date set forth in Item 5 of the Declarations.

#### II. DEFENSE AND SETTLEMENT

Underwriters shall, subject to the Limit of Liability as set forth in Items 3(a) and 3(b) of the Declarations, have the sole right and duty to appoint an attorney and defend any Claim made against the Insured alleging Sexual Misconduct, and pay all reasonable fees and expenses to defend that Claim, less the Deductible set forth in the Declarations. The Insured shall not, except at the Insured's own cost, admit or assume liability or incur or pay any Loss, without the prior written consent of Underwriters.

Underwriters shall have the right to investigate any Claim and, after consultation with the Named Insured, settle any Claim covered by this Policy as, in Underwriters' exclusive discretion, Underwriters determine to be reasonable. Underwriters may settle any Claim only if such settlement will release the Insured from all liability arising out of the Claim. This right to settle exists regardless of and in addition to any applicable and available Deductible and Underwriters shall have the right to collect from the Insured any Deductible available and not paid in satisfaction of the settlement.

Once the Per Claim Limit of Liability set forth in Item 3(a) of the Declarations has been paid under the terms of this Policy with respect to any Claim, Underwriters shall have no further obligation to pay any Loss or to undertake or continue the defense of the Claim; Underwriters' duty to defend the Claim will cease.

Notwithstanding Underwriters' obligation to pay the Per Claim Limit of Liability set forth in Item 3(a) of the Declarations, once the Aggregate Limit of Liability set forth in Item 3(b) of the Declarations has been paid under the terms of this Policy with respect to any two or more Claims, Underwriters shall have no further obligation to pay any Loss or to undertake or continue the defense of any Claims noticed under this Policy; Underwriters' duty to defend will cease.

With respect to any Claim as may potentially be covered by this Policy: (i) the Insureds shall at all times fully cooperate with Underwriters and Underwriters shall have the right to be promptly provided with all such information and documents in any matter and all things concerning the Claim as the Insurer shall reasonably require; (ii) Underwriters shall be kept fully and timely informed as to all matters relating to or concerning the investigation, defense, settlement or appeal of any such Claim and shall have the right to receive a copy of any and all relevant documents, records and reports relating thereto; (iii) Underwriters shall have the right to associate effectively with the Insureds in the defense, investigation and the negotiation of any settlement of any Claim; and (iv) Underwriters shall be entitled to full information and all particulars it may request in order to reach a decision as to reasonableness.

### PERSONS INSURED

The following entities and individuals are "**Insureds**" under this Policy:

1. The Named Insured set forth in Item 1 of the Declarations and its Subsidiaries, Affiliates and Parent, as defined by this Policy, or added by specific endorsement.

2. All past and present Employees, officers, faculty members, teachers, teaching assistants, student teachers, students and volunteers, directors, trustees, emeriti, committee members, members of the clergy or members of the religious order sponsoring the Named Insured, while acting within the scope of their duties for or on behalf of the Named Insured.
3. The estates, heirs and legal representatives of any Insured, but only if such Insured would have been provided coverage under this Policy but for the Insured's death or incapacity; the spouse of any Insured, but only to the extent a Claim is being asserted based solely on their status as a spouse of an Insured.
4. Any person or organization that is added to this Policy as an "Additional Named Insured" either by Endorsement or by being on file with the firm named for such purpose in Item 8 of the Declarations to this Policy.

#### DEFINITIONS

1. **"Subsidiary"** means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, whereby the Named Insured either directly or indirectly owns more than 50% of the voting interest, or has the right or controls the right to elect or appoint more than 50% of the voting directors or trustees. **Subsidiary** also means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code that becomes a **Subsidiary** during the Policy Period if within ninety (90) days of the becoming a subsidiary, the Insured provides Underwriters with notice of ownership and/or control and agrees to pay any additional premium and/or agrees to an endorsement to the Policy that excludes coverage for any Sexual Misconduct prior to the date of the endorsement.
2. **"Affiliate"** means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code that is not a Subsidiary, is added to this Policy as an Insured by endorsement and has its financial or managerial decisions controlled by the Insured or a Subsidiary, whether by membership or contract, but only while acting within the scope of their duties for or on behalf of the Named Insured or Subsidiary.
3. **"Parent"** means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, and has financial and managerial control over the Named Insured, but only with respect to Claims that arise out of the **Parent** acting within the scope of such managerial control for or on behalf of the education, religious purpose or social service organization.
4. **"Bodily Injury"** means any physical injury, sickness or disease, sustained by a person, including any consequential death. **Bodily Injury** includes emotional distress and/or mental anguish.
5. **"Claim"** means a written demand upon an Insured that seeks money as damages arising from or related to any alleged or actual Sexual Misconduct.

All **Claims** arising from either 1) a single act of Sexual Misconduct, or 2) multiple, continuous, repeated, or related acts of Sexual Misconduct, committed by either one perpetrator or by two or more perpetrators, while acting in concert, shall be regarded:

- (i) as one **Claim**,
  - (ii) as having taken place at the time of the earliest act of Sexual Misconduct,
  - (iii) as one **Claim** regardless of the number of locations where the acts of Sexual Misconduct took place, and
  - (iv) as one **Claim** regardless of the period of time during which the acts of Sexual Misconduct took place.
6. **"Defense Costs"** shall mean the reasonable fees, cost and expenses charged by an attorney designated by Underwriters, reasonable fees, costs and expenses incurred by or consented to by Underwriters in the investigation, defense and appeal of a Claim; premiums incurred to purchase an appeal, attachment, bail or such similar court bond; and fees and costs incurred for arbitration, mediation or other alternate dispute resolution agreed to by Underwriters. Underwriters' obligation to

pay the premiums on court bonds is limited to bonds that do not exceed the unexhausted Per Claim Limit of Liability set forth in Item 3(a) of the Declarations and there is no obligation on the part of Underwriters to apply for or furnish any such bond.

7. **"Employee"** means any permanent or temporary statutory or leased worker. A leased worker must be acting within the scope of their duties for or on behalf of the Named Insured pursuant to a written agreement with a firm or company that leases workers to others in the ordinary course of business.
8. **"Loss"** means Defense Costs, compensatory damages, and judgments; **Loss** shall not include (i) civil or criminal fines, sanctions, or penalties; (ii) the return of, reimbursement for or the value of tuition, scholarships, donations, stipends or grants; (iii) any amount that is not insurable; and (iv) any request by an Insured for reimbursement in the absence of a Claim by a third party.
9. **"Policy Period"** means the period from the effective time and date of this Policy to the expiration date, as stated in Item 2 of the Declarations, or earlier cancellation date of this Policy.
10. **"Sexual Misconduct"** means any non-consensual, intentional physical touching of a sexual nature or non-consensual, lewd or lascivious behavior. Lack of consent may be inferred from the use of force, coercion, physical intimidation, or advantage gained by the victim's mental or physical incapacity or impairment of which the perpetrator was aware or should have been aware.

**"Sexual Misconduct"** also means, subject to Public Policy and the laws of any competent jurisdiction, a Claim for the vicarious liability, negligent hiring, negligent retention, negligent placement, negligent supervision and inadequate security that arises from, is based upon or is related to alleged or actual Sexual Misconduct and the negligent hiring, supervision, placement etc. of the alleged or actual perpetrator of **"Sexual Misconduct"**.

**"Sexual Misconduct"** shall not include any physical act by an Insured against any other Insured when such misconduct constitutes an employment practices violation as that term may be defined under any valid and collectible insurance policy that is available to the Insured.

## EXCLUSIONS

This Policy does not apply to any Claim alleging:

1. Sexual Misconduct arising out of, in connection with, based upon or attributable to committing, in fact, any criminal act; the criminal act of an Insured shall not be imputed to any other Insured who did not, in fact, commit, aid or abet, or acquiesce in the commission of the criminal act; however, Underwriters will defend, to the extent allowed by law, any Claim arising out of, in connection with, based upon or attributable to any alleged criminal act until there is a final, non-appealable, adjudication, adverse to the Insured, establishing the Insured's commission of the criminal act.
2. Bodily Injury encompassing (i) any obligation of the Named Insured to any Insured or other person for damage that is compensated pursuant to a Workers' Compensation, disability benefits or unemployment compensation law; or (ii) any obligation of the Named Insured to any Insured or other person arising out of and in the course of employment by the Insured or in performing duties related to the conduct of the Insured's business, or (iii) any obligation of the Named Insured to the spouse, child, parent, brother or sister of that Employee as a consequence of any Bodily Injury or Personal Injury (as defined in the Named Insured's Commercial General Liability Policy) to an Employee in the course of employment by the Named Insured.

This exclusion shall not be applicable to the vicarious liability of the Named Insured for Bodily Injury caused by an Insured to any other Insured that is not otherwise covered under the terms of any other valid and collectible liability insurance policy, including any excess insurance policy.

## GENERAL TERMS AND CONDITIONS

### LIMIT OF LIABILITY (FOR ALL LOSS - INCLUDING DEFENSE COSTS) and APPLICATION OF THE DEDUCTIBLE

The Per Claim Limit of Liability stated in Item 3(a) of the Declarations, is reduced by the Per Claim Deductible stated in Item 4 of the Declarations, and such net amount is the limit of Underwriters' liability for any Loss arising out of a Claim first made against the Insured and reported to Underwriters during the Policy Period and any Discovery Period;

Notwithstanding the above, the Aggregate Limit of Liability stated in Item 3(b) of the Declarations, is also reduced by all applicable Per Claim Deductibles stated in Item 4 of the Declarations for all Claims, and is the limit of Underwriters' liability for all Loss arising out of all Claims first made against the Insured and reported to Underwriters during the Policy Period and any Discovery Period;

Additionally, the Limit of Liability stated in Items 3(a) and/or 3(b) of the Declarations, for the Discovery Period, shall be part of, and not in addition to, the Limit of Liability stated in Items 3(a) and/or 3(b) of the Declarations;

Any Claim which is made subsequent to the Policy Period or Extended Reporting Period that is considered made during the Policy Period based upon a Notice of Potential Claim pursuant to the terms of this Policy shall also be subject to the Limit of Liability stated in Items 3(a) and/or 3(b) of the Declarations.

A single Deductible shall apply to all Loss arising from Claims alleging the same or related Sexual Misconduct.

## REPORTING PROVISIONS

The Insured shall report, in writing, as soon as practicable, to Underwriters, at the address set forth at Item 7 of the Declarations, any Claim made against the Insured, setting forth the date of the Claim, the dates of events, persons involved, and the allegations set forth in the Claim. Such report, if by mail, shall be considered given on the date of mailing. Such report, if by facsimile or commercial courier, shall be considered given on the actual date of receipt by Underwriters at the address set forth at Item 7 of the Declarations.

If a written report of a Claim has been given to Underwriters under this Policy, any subsequent Claim alleging the same or related conduct or alleging, arising out of, based upon or attributable to the facts previously set forth in the report to Underwriters shall be considered given at the time of the first report.

If during the Policy Period the Insured, as defined by this Policy, becomes aware of a circumstance that may reasonably be expected to give rise to a Claim, the Insured may give written notice to Underwriters of the circumstances and the reasons for anticipating such a Claim. The written notice must specify the act(s) that may reasonably be expected to give rise to a Claim including dates of events and persons involved and the reason why the matter is expected to result in a Claim. Any Claim subsequently made against the Insured and reported to Underwriters arising out of, based upon or attributable to such Notice of circumstance shall be considered related to and made at the time such notice of circumstances was given.

Only those necessary and reasonable fees, costs and expenses i) incurred in cooperation with Underwriters, ii) incurred on and after the date the Claim was reported to Underwriters as set forth above, and iii) paid by the Named Insured, shall be allowed as a credit to the Named Insured's Deductible.

The Insured agrees to cooperate in the investigation, defense and/or settlement of the Claim and will assist Underwriters, upon request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage for which this insurance may apply.

## SUBROGATION and NOTICE OF AUTHORITY

In the event of payment by Underwriters under the terms of this Policy, Underwriters shall be subrogated to the extent of such payment to all of the Insured's rights of recovery, and the Insured shall execute all papers required and shall provide its full cooperation and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable Underwriters effectively to bring a lawsuit in the name of the Insured. For the purposes of this provision, the Named Insured is the duly appointed agent

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of all the Insureds and is authorized to execute, in the name of the Insured, all documents required to secure Underwriters' rights of subrogation, contribution or other legal rights or remedies.

It is also agreed that the Named Insured may act on behalf of all the Insureds with respect to the giving of any Notice required by this Policy, the cancellation of this Policy, 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 the right to an Extended Reporting Period.

This Policy and the rights and obligations under the terms of this Policy are not assignable without the prior written consent of Underwriters by an endorsement to this Policy and the payment of any applicable premium.

### **MEDIATION AND ARBITRATION**

If a dispute arises out of or relates to this Policy or the breach of any of the terms and conditions thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration.

It is also agreed that any controversy or claim arising out of or relating to this Policy or the breach of any of the terms and conditions thereof, whether arising during the Policy Period or after cancellation or termination of this Policy, including any determination of the amount of damage or injury as defined under the terms of this Policy, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be before a panel of three (3) Arbitrators, appointed in accordance with the Commercial Arbitration Rules, having expertise in the legal and insurance issues relevant to the matters in dispute. The written decision of the arbitrators shall be provided to all parties and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties also agree that the American Arbitration Association Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrators' award shall not include attorney fees or other costs, and each party shall bear equally the expenses of the arbitration.

Any party may commence such arbitration proceeding in a location that is mutually agreed upon between Underwriters and the Insured. If the parties cannot agree upon a location, the fixing of a locale shall be in accordance with the Commercial Arbitration Rules. The arbitrators shall give due consideration to the general principles of American jurisprudence in the construction and interpretation of the Policy. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy, disregarding the authorship of the language. The arbitrators shall also disregard the doctrine of reasonable expectations and may not make any presumption or arbitrary interpretation of construction in favor of any party.

Any Notice by an Insured to mediate or arbitrate, herein, shall be served upon the person or firm designated in Item 6 of the Declarations or to their representative.

### **SERVICE OF SUIT CLAUSE**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of an Insured's or 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 to seek a transfer of a case to another court as permitted by the laws of the United States or of any State or Territory of the United States.

It is further agreed that service of process in such suit may be made upon the person or firm set forth in Item 6 of the Declarations or their representative and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

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The person or firm set forth in Item 6 of the Declarations or their representative are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state or territory of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose by statute, or his successor or successors 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 behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

### **MULTIPLE POLICIES**

If two or more policies of insurance issued by Underwriters, covering any Insured, as defined under this Policy ("Multiple Policies"), apply to the same or related Claim, Underwriters shall be liable for only the single largest Limit of Liability set forth in the Declarations to all policies provided by Underwriters to the Insured. Underwriters will not be liable under this Policy for a greater proportion of the damage than Underwriters' total liability under this Policy bears to the total liability available under all the Multiple Policies.

### **DISCOVERY CLAUSE**

Upon termination of coverage, the Named Insured has the right to either an Automatic Discovery Period or an optional Extended Reporting Period, under the terms set forth below:

#### **(a) Automatic Discovery Period**

For a period 30 days following the end of the Policy Period for other than non-payment of premium, the Insured may give written Notice of a Claim first made against the Insured during such 30 day period with respect to any Sexual Misconduct occurring prior to the end of the Policy Period and otherwise covered by this Policy. This provision is void if the Extended Reporting Period is elected.

#### **(b) Extended Reporting Period**

Upon termination of the Policy, for other than non-payment of premium, the Named Insured set forth at Item 1 of the Declarations shall have the right, upon payment of an additional premium as may be determined by Underwriters, to an extended period of 3 years following the end of the Policy Period to report a Claim first made against the Insured following the date of termination, but only with respect to any Sexual Misconduct occurring prior to the end of the Policy Period and only if otherwise covered by the Policy. Election to purchase the Extended Reporting Period, together with the additional premium due and any previously unpaid premiums, must be in writing and received by Underwriters within 15 days of the end of the Policy Period; the election is irrevocable and the additional premium paid is fully earned at the inception of the Extended Reporting Period.

If the Named Insured cancels the Policy, ceases operations, is insolvent, files for bankruptcy or is in liquidation, an individual Insured may purchase the right, upon payment of an additional premium, to an Extended Reporting Period of 3 years following the effective date of termination to report a Claim first made against the Insured following the end of the Policy Period, but only with respect to any Sexual Misconduct occurring prior to the end of the Policy Period and only if otherwise covered by the Policy. Notice of this election, together with the premium due, must be in writing and received by Underwriters within 30 days of the end of the Policy Period; the election is irrevocable and the premium paid is fully earned at the inception of the Extended Reporting Period.

### **CANCELLATION CLAUSE**

This Policy may be cancelled by the Named Insured set forth in Item 1 of the Declarations at any time by written notice or by surrender of the Policy. This Policy may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified or other first-class mail, at the Insured's address as shown in Item 1 of the Declarations, written notice stating when, not less than ninety (90) days thereafter, except thirty (30) days for non-payment of premium, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

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If this Policy is cancelled by the Named Insured, Underwriters shall retain the customary short rate proportion of the premium hereon. If this Policy shall be cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon and any unreimbursed Deductible due on account of Loss paid under any Policy issued by Underwriters. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**ACTION AGAINST UNDERWRITERS**

Except as may be provided by a "direct action" statute, this Policy does not provide any third-party right to join Underwriters as a party to any action brought against an Insured, nor shall Underwriters be impleaded into any action by the Named Insured or any Insured.

**OTHER INSURANCE**

Such Insurance as is provided by this Policy shall apply only as excess over any other valid and collectible insurance.

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**SECTION B(3)**

**EDUCATION, RELIGIOUS PURPOSE AND SOCIAL SERVICE ORGANIZATIONS**

**EMPLOYEE DISHONESTY AND CRIME INSURANCE POLICY**

**DECLARATIONS**

**Policy No.:** 21W1962

**1. Named Insured:**

**Garden State Council - SHRM**

**Mailing Address:**

PO Box 225, Ironia, NJ 07845-0225  
United States of America

**2. Policy Period:**

**From:** 12 September 2021

**To:** 12 September 2022

Both days at 12.01 a.m. Standard Time at the address of the Named Insured shown above and for such further period or periods as may be mutually agreed upon.

**3. Limit of Liability:**

USD500,000 PER LOSS and in the aggregate.

**4. Deductible:**

USD250 per loss

**5. Premium:**

Included within the Main Schedule.

**6. Service of Suit and Notice to Arbitrate:**

Wilson, Elser, Moskowitz, Edelman & Dicker,  
150 East 42nd Street,  
New York,  
New York 10017-5639,  
United States of America.

**7. All Claims are to be reported directly to:**

Charlotte Adjuster's,  
13850 Ballantyne Corporate Place,  
Suite 500,  
Charlotte,  
North Carolina 28227,  
United States of America.



**8. Additional Named Insureds being on file with:**

Waldorf Risk Solutions, LLC,  
P. O. Box 590,  
Huntington,  
New York 11743,  
United States of America.

**Dated in London: 11 October 2021**

## EDUCATION, RELIGIOUS PURPOSE and SOCIAL SERVICE ORGANIZATIONS

### EMPLOYEE DISHONESTY and CRIME INSURANCE POLICY

In consideration of the premium being paid, in reliance upon the representations made by the Named Insured (or made by any Insured covered by this Policy) during the negotiation and underwriting of this Policy and hereby incorporated by reference into this Policy, and subject to the definitions, terms, conditions and exclusions of this Policy, Underwriters agree:

#### INSURING AGREEMENTS

##### I. COVERAGE

To indemnify the Named Insured and any Subsidiary thereof (as hereinafter defined in this Policy or as added by specific endorsement), (collectively referred to as, "Insured"), subject to the Limit of Liability set forth in the Declarations, for all Loss of or Loss to any Asset of an Insured proximately caused by the Dishonesty of an Employee or due to a Disappearance, Forgery or Theft of an Asset occurring during the Policy Period and reported to Underwriters during the Policy Period (or Discovery Period, if applicable), less the Deductible set forth in the Declarations.

This Policy will neither

- (i) contribute to the reimbursement of any Loss that is also covered by any other valid and collectible insurance, **nor**
- (ii) be excess insurance to any valid and collectible insurance,

including, but not limited to, such coverage as may be provided by Underwriters under the terms and conditions of their Policy, Section A, Coverage Part I, Property Damage or Policy, Section A, Coverage Part VII, Money and Securities and any applicable General Conditions and Exclusions.

##### II. EMPLOYEE

The following natural persons are defined as an "**Employee**" under this Policy:

1. As of the date of Loss, all duly elected or appointed administrators, directors, officers, trustees, emeriti, committee members, members of the clergy or members of the religious order sponsoring the Named Insured, but only while acting within the scope of their duties for or on behalf of the Named Insured or any Subsidiary thereof.
2. As of the date of Loss, all employees, interns, faculty members, teachers, teaching assistants, student teachers, students and volunteers, but only while acting within the scope of their duties for or on behalf of the Named Insured and any Subsidiary thereof.
3. An Employee also includes any leased worker when acting solely within the scope of his/her duties for or on behalf of an Insured pursuant to a written agreement between an Insured and a firm or company that leases workers to others in the ordinary course of its business.
4. An Employee also includes any of the above while acting as a fiduciary, trustee, administrator, officer or a statutory or leased worker of an Employee Benefit Program sponsored by an Insured for the benefit of its own Employees.

III. DEFINITIONS

1. **Asset** means Money, Securities, or personal property which is owned, in whole or in part, by an Insured, or for which an Insured is legally liable, or such Money, Securities, or personal property in the custody or control of an Employee and/or received by an Employee, as a direct result of fundraising for the benefit of an Insured, regardless of whether an Insured ever received custody of the Money, Securities or personal property.
  2. **Computer Fraud** means the taking of an Asset proximately caused by the use of any computer with intent to fraudulently cause the transfer of the Asset from the Insured's custody and control or from the custody and control of an Insured's bank, savings, thrift institution or stock brokerage firm, mutual fund, liquid assets fund or similar institution and into the custody and control of the Employee and/or any person, entity or organization with whom the Employee is conspiring to commit such Computer Fraud.
  3. **Disappearance** means:
    - (a) the destruction, in whole or in part, or inexplicable removal of or inability to account for the existence of Money or Securities other than by or as the result of an accounting or arithmetical error or omission; or,
    - (b) any improper taking or abstraction of an Asset due to larceny or by any natural person other than an Employee.
  4. **Dishonesty** means the unlawful taking, either alone or in collusion with others, of an Asset, with the intent to deprive an Insured of the Asset's use or ownership, regardless of whether such Asset may be specifically identified and regardless of whether any deprivation of use of such Asset may be only temporary.
  5. **"Employee Benefit Program"** means one or more of the following employee benefit plans sponsored by an Insured Entity and solely for the benefit of the employees of the Insured Entity:
    - (a) Pension/Defined Benefit Plans and Defined Contribution Plans, Savings Plans and tax-deferred annuities
    - (b) Employee Welfare Benefit Plans, including but not limited to "cafeteria" plans; dependent care assistance plans; group life, accident, health, Hospital and/or long-term disability plans; Vacation plans; Day Care; Scholarships; Severance Plans;
    - (c) government-mandated employee benefit programs, including unemployment insurance, social security benefits, workers' compensation benefits or short-term disability benefits;
    - (d) any Employee Benefit Program for which the Insured Entity becomes legally responsible during the Policy Period as a result of a merger, consolidation or acquisition, provided:
      - (i) written notice of such merger, consolidation or acquisition is given to Underwriters within 120 days of such event; and
      - (ii) the Insured provides to Underwriters all information Underwriters reasonably request concerning the transaction and the Employee Benefit Program to be added to the Policy by endorsement and the Insured pays an additional premium as determined by Underwriters.
  6. **Forgery** means the unauthorized signing of another person's name upon, counterfeiting of, or altering of any Securities, contracts or legal instruments of an Insured, or the unauthorized signing of another person's name upon, counterfeiting of, or altering of any monetary instrument of an Insured, including but not limited to checks, promissory notes or a direction to pay or receive a sum of money, made or drawn upon, to the order of or for the benefit of an Insured. Any such signing may be handwritten, mechanically reproduced, computer generated or otherwise.
  7. **Loss** means the deprivation of an Asset suffered by an Insured, caused by a single act or series of related acts, resulting from Dishonesty, Disappearance, Forgery or Theft occurring during the Policy Period and reported to Underwriters during the Policy Period (or Discovery Period, if applicable).
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8. **Money** means currency, coins, or bank notes in current use and having face value, travelers checks, register checks or money orders held for sale to the public.
9. **Securities** means any negotiable or non-negotiable instrument or contract representing money or property, including tokens, tickets, vouchers, revenue stamps, or credit and debit cards. Securities does not include Money, as defined above.
10. **Subsidiary** means any entity that is more than 50% owned by the Named Insured or for which the Named Insured has the right or controls the right to elect or appoint more than 50% of the entity's directors or trustees. Subsidiary also means any new entity that becomes a Subsidiary during the Policy Period if within ninety (90) days of the entity becoming a Subsidiary the Named Insured provides Underwriters with notice of ownership and/or control and agrees to pay an additional premium.
11. **Terrorism** means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public, in fear.
12. **Theft** means the unlawful taking of an Insured's Assets by any means, including a taking by violence or threat of violence. Theft also includes Computer Fraud.

#### **IV. EXCLUSIONS**

This Policy does not apply to:

1. Loss resulting from any known violation of any statute, rule or law, or criminal, fraudulent or dishonest act of an Insured entity.
2. Loss resulting from fire, flood, earthquake, explosion, vandalism, terrorism, malicious mischief, or nuclear/radioactive contamination, other than Loss of or damage to Money and Securities and the safes and vaults containing such Money or Securities.
3. Loss to an Asset while in the custody of a third party under the terms of a contract, whether oral or written.
4. Loss resulting from 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.
5. Income, including any interest or dividends or other types of gain, not realized by the Insured as a result of any Loss.
6. Loss that is established solely by:
  - (a) a computation or comparison of profits or losses; or
  - (b) a computation or comparison of inventory records with an actual physical count;provided, however, if it is alleged that an Employee is identified as proximately causing a Loss, such records may be submitted as supporting documentation of such Loss.
7. Loss resulting from the seizure or destruction of an Asset by order of any Court, governmental, judicial or public administrative authority or by any police or military authority.
8. Loss of software, computer programs, accounting records, intangible property, proprietary information, trade secrets, patents, trademarks, copyrights, customer lists or other confidential information.

9. Any cost or expense for the reconstruction of an Insured's accounting records, including but not limited to auditing and accounting fees and costs.
10. Loss of bullion, precious metals, precious or semi-precious stones or jewelry.
11. Loss of books or manuscripts.
12. Loss resulting from disappearance arising from an Insured giving or surrendering such Assets in an exchange, swap or purchase in the ordinary course of business.
13. Loss after an Insured has actual knowledge that the Employee has previously committed a forgery, theft, fraudulent or criminal or dishonest act during the Employee's term or service or prior to such term of service if the act involved Assets, Money or Securities valued at USD10,000 or more.
14. Loss of any Asset, Money or Securities while in the custody of an armored car company.
15. Loss from a devolution that benefits any entity and/or natural person acting in the capacity of an insurance broker, securities broker/dealer or financial advisor under the terms of any contract, whether oral or written, between the Insured and the entity and/or a natural person.
16. The legal fees or costs defending any legal or administrative proceeding brought against an Insured or the legal fees or costs incurred by the Insured in prosecuting any legal proceeding, except as a direct result of and only in those instances where the Insured's commercial bank has refused to pay a negotiable instrument as a result of an alleged Forgery.

## **V. GENERAL TERMS AND CONDITIONS**

1. **Prior Insurance:** Any Loss that occurs partly during this Policy Period and partly during the policy period of any previous policy issued by Underwriters, for which the Discovery Period has not expired, shall be limited to the amount of insurance under the previous policy or this Policy, whichever is greater. The Insured will be subject to only that single Deductible applicable to the larger amount of insurance under the previous policy or this Policy.
2. **Deductible and Other Insurance:** Any Loss under this Policy shall be excess of the amount of all other valid and collectible insurance or indemnity available to an Insured and such collectible Loss will be further reduced by the Deductible set forth in Item 4 of the Declarations. If a Loss is covered partly under this Policy and partly under a prior policy issued by another Insurer, the Deductible under this Policy that is applicable to the Loss will be reduced by the amount of any Deductible actually applied to the Loss under any such other applicable policy.
3. **Limit of Liability:** The Aggregate Limit of Liability set forth in Item 3 of the Declarations, reduced by the total of all Deductibles applicable to all indemnified Loss paid under this Policy, is the maximum amount Underwriters will pay for all Loss under this Policy. Regardless of the number of years this Policy is in force or the number of premiums paid, the Limit of Liability in Item 3 of the Declarations shall not be cumulative over policy periods.
4. **Notification Provisions:** Upon knowledge or discovery of Loss or an occurrence that may reasonably give rise to a Loss, the Insured shall:
  - (a) Provide Underwriters with a notarized, written notice no later than ninety (90) days after such knowledge or discovery, along with a copy of all documents in the Insured's possession that relate to the Loss; submit to such examination, under oath, as may be requested by Underwriters or their agent or representatives;
  - (b) Provide notice to the police and all other appropriate legal authorities of any Loss resulting from a Disappearance, Dishonesty, Forgery or Theft;
  - (c) Provide Underwriters with all requested information and documents and cooperate with Underwriters in the investigation, adjustment, prosecution and/or subrogation of the Loss; permit the examination of all books and records of the Insured with respect to any settlement of the Loss;

- (d) The Insured shall do nothing to impair Underwriters' rights of recovery and subrogation set forth in paragraph 7, below.
5. **Basis of Valuation and Settlement:** Underwriters shall not be liable for more than:
- (a) the actual cash value of or the actual cost of replacing Securities, whichever is less, as of the close of business on the day of the Loss;
  - (b) the face value of Money or the foreign exchange rate as of the close of business on the day of the Loss;
  - (c) with respect to any other Asset, at Underwriters' sole option, the actual cash value, the cost of repair, or the cost of replacement, as of the close of business on the day of the Loss;
6. **Consolidation or Merger:** Underwriters will automatically extend coverage, without the payment of an additional premium for the remainder of the Policy Period, to any new entity that merges or consolidates with the Named Insured and which generates less than 15% of the Named Insured's annual revenue. Underwriters may extend coverage for the remainder of the Policy Period to any new entity that merges or consolidates with the Named Insured and which generates 15% or more of the Named Insured's annual revenue, provided, the Insured gives Underwriters ninety (90) days prior written notice of such consolidation or merger and also agrees to pay any additional premium required by Underwriters.
7. **Subrogation:** Underwriters shall be subrogated to the Insured's rights of recovery to the extent of any payment under this Policy. The Insured shall execute all documents required and shall do all that is necessary to secure and preserve Underwriters' subrogation rights or to enable Underwriters to effectively bring a civil or criminal lawsuit in the name of the Insured.
8. **Authority:** It is agreed that the Named Insured may act on behalf of all Insureds with respect to the giving of any Notice required by this Policy, the cancellation of this Policy, 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; this Policy and the rights and obligations under the terms of this Policy are not assignable without (i) the prior written consent of Underwriters, (ii) an endorsement to this Policy memorializing Underwriters' consent, and (iii) payment of any applicable additional premium required by Underwriters.
9. **Recoveries by Subrogation or Otherwise:** any recovery, not to include insurance, surety, reinsurance or indemnity purchased for Underwriters' own benefit, less any fees and costs attributable to obtaining such recovery, and received after settlement of a Loss covered by this Policy, shall be distributed by Underwriters, as follows:
- (a) First, to the Insured for the amount of any Loss sustained that exceeds Underwriters' Limit of Liability;
  - (b) Next, to Underwriters for the total amount of the Settlement paid by Underwriters to an Insured; and
  - (c) the remainder, if any, shall be paid to the Insured.

## VI. DISCOVERY PERIOD

Underwriters shall be liable to an Insured for Loss discovered and reported in writing to Underwriters within one year following either the expiry date or the termination date set forth in the cancellation notice, in accordance with the terms and conditions of this Policy.

## VII. ACTION AGAINST UNDERWRITERS

Except as may be provided by a "direct action" Statute, this Policy does not provide any third-party right to join Underwriters as a party to any action brought against an Insured, nor shall Underwriters be impleaded into any action by the Named Insured or any Insured.

**VIII. CANCELLATION CLAUSE**

This Policy may be cancelled by the Named Insured set forth in Item 1 of the Declarations at any time by written notice or by surrender of the Policy. This Policy may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified or other first-class mail, at the Insured's address as shown in Item 1 of the Declarations, written notice stating when, not less than ninety (90) days thereafter, except thirty (30) days for non-payment of premium, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this Policy is cancelled by the Named Insured, Underwriters shall retain the customary short rate proportion of the premium hereon. If this Policy shall be cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon and any unreimbursed Deductible due on account of a Loss under any Policy issued by Underwriters. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**IX. AUTOMATIC CANCELLATION FOR EMPLOYEE DISHONESTY**

This Policy shall also be automatically cancelled with respect to any Employee upon discovery by an Insured of any dishonesty or upon thirty (30) days notice to the Named Insured of written notice of cancellation from Underwriters with respect to any Employee.

**X. MEDIATION AND ARBITRATION:**

An independent investigator will review the facts and determine the quantum of Loss. If the Insured and Underwriters cannot agree upon the settlement of Loss or there is an alleged breach of any of the terms or conditions of this Policy, and if the dispute cannot be settled through negotiation, the parties shall first try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to binding arbitration.

It is also agreed that any controversy or claim arising out of or relating to this Policy or the breach of any of its terms or conditions, whether arising during the Policy Period or after cancellation or termination of this Policy, including any determination of the amount of Loss, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The Arbitration shall be before a panel of three (3) Arbitrators, appointed in accordance with said Commercial Arbitration Rules, having expertise in the legal and insurance issues relevant to the matters in dispute. The written decision of the arbitrators shall be provided to all parties and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrators' award shall not include attorney fees or other costs.

Any party may commence such arbitration proceeding in a location that is mutually agreed upon between Underwriters and the Named Insured. If the parties cannot agree upon a location, the fixing of a locale shall be in accordance with the above-mentioned Commercial Arbitration Rules. The arbitrators shall give due consideration to the general principles of American jurisprudence in the construction and interpretation of this Policy. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of this Policy, disregarding the authorship of the language. The arbitrators shall also disregard the doctrine of reasonable expectation and may not make any presumption or arbitrary interpretation of construction in favor of any party. Each party shall bear equally the expenses of any mediation or arbitration.

**XI. SERVICE OF SUIT CLAUSE**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

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It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of an Insured's or 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 to seek a transfer of a case to another court as permitted by the laws of the United States or of any State or Territory of the United States.

It is further agreed that service of process in such suit may be made upon the person or firm set forth in Item 6 of the Declarations or their representative and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The person or firm set forth in Item 6 of the Declarations or their representative are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state or territory of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose by statute, or his successor or successors 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 behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

1284BMS00379A



SECTION B(4)

NOT FOR PROFIT ORGANIZATION PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE  
POLICY

**NOTICE:** THIS IS A CLAIMS MADE POLICY FORM. EXCEPT AS OTHERWISE PROVIDED HEREIN, COVERAGE IS LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO UNDERWRITERS DURING THE POLICY PERIOD. PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS POLICY WITH YOUR INSURANCE AGENT, BROKER OR CONSULTANT.

**NOTICE:** PAYMENTS INCURRED FOR DEFENSE COSTS WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS.

**DECLARATIONS**

**Policy Number:** 21W1962

**1. Named Organization:**

**Garden State Council - SHRM**

**Mailing Address:**

PO Box 225, Ironia, NJ 07845-0225  
United States of America

**2. Policy Period:**

**From:** 12 September 2021

**To:** 12 September 2022

Both days at 12.01 a.m. Standard Time at the address of the Named Insured shown above and for such further period or periods as may be mutually agreed upon.

**3. Limit of Liability:**

a. USD1,000,000 PER CLAIM (including Defense Costs)

b. USD1,000,000 AGGREGATE FOR EACH POLICY YEAR (including Defense Costs)

**4. Deductible:**

USD500 per claim inclusive of Defense Costs

**5. Continuity Date:**

12 September 2006

**6. Premium:**

Included in the Main Schedule.

**7. Service of Suit and Notice to Arbitrate:**

Wilson, Elser, Moskowitz, Edelman & Dicker,  
150 East 42nd Street,  
New York,  
New York 10017-5639,  
United States of America.

**8. All Claims Are To Be Reported Directly To:**

Charlotte Adjuster's,  
13850 Ballantyne Corporate Place,  
Suite 500,  
Charlotte,  
North Carolina 28227,  
United States of America.

**9. Additional Named Insureds Being On File With:**

Waldorf Risk Solutions, LLC,  
P. O. Box 590,  
Huntington,  
New York 11743,  
United States of America.

**Dated in London: 11 October 2021**

In consideration of the premium paid, the Named Insured's obligation to pay any deductible amount set forth in the Declarations, and in reliance upon the representations made by the Insured incorporated by reference into this Policy, and subject to the definitions, terms, conditions and exclusions of this Policy, Underwriters agree:

## **INSURING AGREEMENTS**

### **I. COVERAGE**

To pay on behalf of the Insured, subject to the Limit of Liability set forth in the Declarations, all sums which the Insured shall become legally obligated to pay as Loss, less the Deductible set forth in the Declarations, resulting from any Claim first made against the Insured and reported to Underwriters during the Policy Period, or an extended reporting period, for any alleged or actual Wrongful Act arising out of Professional Services performed by an Insured.

### **II. DEFENSE AND SETTLEMENT**

Underwriters shall, subject to the Limit of Liability set forth in Item 3 of the Declarations, have the sole right and duty to defend any Claim against the Insured alleging a Wrongful Act, and to pay all reasonable fees and expenses to defend that Claim, less the Deductible set forth in Item 4 of the Declarations. The Insured shall not, except at the Insured's own cost, admit or assume liability or incur or pay any Loss, without the prior written consent of Underwriters.

Underwriters shall have the right to investigate, the right to negotiate, and after consultation with the Named Insured, the right to settle any Claim covered by this Policy as, in Underwriters' exclusive discretion, Underwriters determine to be reasonable. Underwriters may settle any Claim only if such settlement will release the Insured from all liability arising out of the Claim. This right to settle exists regardless of and in addition to any applicable and available Deductible and Underwriters shall have the right to collect from the Insured any Deductible available and not paid in satisfaction of the settlement.

Once the applicable aggregate Limit of Liability has been paid under the terms of this Policy, Underwriters shall have no further obligation to pay any Claim or Loss, and Underwriter's duty to defend will then cease.

Notwithstanding Underwriters' obligation to pay the Per Claim Limit of Liability set forth in Item 3(a) of the Declarations, once the Aggregate Limit of Liability set forth in Item 3(b) of the Declarations has been paid under the terms of this Policy with respect to any two or more Claims, Underwriters shall have no further obligation to pay any Loss or to undertake or continue the defense of any Claims noticed under this Policy, and Underwriters' duty to defend will then cease.

With respect to any Claim as may potentially be covered by this Policy: (i) the Insureds shall at all times fully cooperate with Underwriters and Underwriters shall have the right to be promptly provided with all such information and documents in any matter and all things concerning the Claim as the Insurer shall reasonably require; (ii) Underwriters shall be kept fully and timely informed as to all matters relating to or concerning the investigation, defense, settlement or appeal of any such Claim and shall have the right to receive a copy of any and all relevant documents, records and reports relating thereto; (iii) Underwriters shall have the right to associate effectively with the Insureds in the defense, investigation and the negotiation of any settlement of any Claim; and (iv) Underwriters shall be entitled to full information and all particulars it may request in order to reach a decision as to reasonableness.

## **PERSONS INSURED**

The following individuals and entities are defined as an "Insured" under this Policy:

1. The Not For Profit Organization set forth in Item 1 of the Declarations ("Named Organization"), and its Subsidiaries, as defined by this Policy, and any Not For Profit Organization listed as an Insured by Endorsement or as stated in Item 9 of the Declarations.
2. The Named Organization's Affiliates listed by Endorsement or as stated in Item 9 of the Declarations.
3. The Named Organization's Parent listed by Endorsement or as stated in Item 9 of the Declarations.
4. All past, present and future duly elected or appointed officers, directors, and trustees of the Named Organization, its Subsidiaries or Affiliates, while acting within the scope of their duties for or on behalf of the Named Organization, its Subsidiaries or Affiliates.

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5. All past, present and future emeriti, committee members, members of the clergy or members of the religious order sponsoring the Named Organization, while acting within the scope of their duties for or on behalf of the Named Organization, its Subsidiaries or Affiliates.
6. All past, present and future Employees, administrators, faculty members, teachers, teaching assistants, student teachers, and interns, but only when rendering Professional Services within the scope of their respective duties for or on behalf of the Named Organization, its Subsidiaries or Affiliates.
7. All past, present and future licensed professional staff, but only when rendering Professional Services within the scope of their duties for or on behalf of the Named Organization, its Subsidiaries or Affiliates. A member of the professional staff is not an Insured if a private contractor and if also covered under the terms of any other valid and collectible professional liability insurance policy, including any excess insurance policy.
8. The estates, heirs and legal representatives of any Insured, but only if such Insured would have been provided coverage under this Policy but for the Insured's death or incapacity; the spouse of any Insured, but only to the extent a Claim is made based solely on their status as spouse of an Insured.
9. Any person who does not otherwise qualify as an Insured under the Policy, but who is or was providing professional services on behalf of the Insured on a *pro bono* basis, but only with respect to liability arising out of a negligent act, error or omission committed by that person in connection with professional services rendered on behalf of that Insured, and only to the extent that such person was properly licensed at the time he or she was rendering such professional services. Any coverage afforded to such person pursuant to this endorsement shall be in excess of any other professional liability insurance available to such person.

## DEFINITIONS

1. **Not For Profit Organization** means:
  - (a) an "**Educational Organization**" meaning an incorporated or unincorporated, not-for-profit organization, empowered by the laws of the state of its organization and the laws of its principal place of activity, and qualified as a school pursuant to the laws of any state, the United States government, or the laws of its principal place of activity and/or has been given a charter pursuant to state and/or federal law for such purpose and acts generally in relation to the education of children and adults and has tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code;
  - (b) a "**Social Services Agency**" meaning an incorporated or unincorporated, not-for-profit organization empowered by the laws of its state of organization and the laws of its principal place of activity, and organized and qualified, if required by law, pursuant to the laws of any state, the federal government, or the laws of its principal place of activity for the purpose to care for, to place out or to board out children, and to act generally in relation to the social welfare of children and adults and has tax exempt status pursuant to Section 501(c)(3) or (k) of the Internal Revenue Code; or
  - (c) a "**Religious Purpose Organization**" meaning an incorporated or unincorporated congregation, society, or assemblage of persons, who regularly or customarily meet for divine worship or other religious observance, and are recognized as such pursuant to the laws of any State or principal place of activity and has tax exempt status pursuant to Section 501(c)(3) or (k) of the Internal Revenue Code.
2. "**Subsidiary**" means any entity existing prior to the effective date of the Policy, that is both qualified as an Educational Organization and/or a Social Services Agency and/or a Religious Purpose Organization pursuant to the laws of the State of organization or the laws of its principal place of activity or business, and, whereby the Named Organization either directly owns more than 50% of the entity's assets or has the right or controls the right to elect or appoint more than 50% of the voting directors or trustees. **Subsidiary** also means any Educational Organization, Social Services Agency or Religious Purpose Organization that becomes a **Subsidiary** during the Policy Period if within ninety (90) days of the entity becoming a **Subsidiary**, the Named Organization provides Underwriters with notice of ownership and/or control and agrees to pay an additional premium and agrees to an endorsement to the Policy that excludes coverage for any Wrongful Act that occurred prior to the date the entity becomes a **Subsidiary** and/or other conditional amendment(s) to the Policy.
3. "**Affiliate**" means any entity, listed by Endorsement or stated in Item 9 of the Declarations, that is not a Subsidiary, is qualified and/or licensed as a Social Services Agency or Religious Purpose Organization pursuant to the laws of its state of organization or pursuant to the laws of its principle place of activity, and

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has its financial or managerial decisions controlled by the Named Organization or any Subsidiary thereof, whether by operation of law, membership, contract or agreement.

“**Affiliate**” also means any school, listed by Endorsement or stated in Item 9 of the Declarations, that is not a Subsidiary, is qualified as an Educational Organization pursuant to the laws of its state of organization or pursuant to the laws of its principle place of activity, and has its financial or managerial decisions controlled by the Named Organization or any Subsidiary thereof, whether by operation of law, membership, contract or agreement.

4. “**Parent**” means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, listed by Endorsement, that has financial and managerial control over the Named Organization set forth in Item 1 of the Declarations.
5. “**Policy Period**” means the period from the effective time and date of this Policy to the expiration date and time, as stated in Item 2 of the Declarations, or earlier cancellation date and time of this Policy.
6. “**Claim**” means any written notice to an Insured of an actual or intended civil, regulatory, disciplinary, arbitral or administrative action or proceeding alleging a Wrongful Act by an Insured and which seeks monetary and/or non-monetary damages;  
  
“**Claim**” shall not include: investigations and audits by any governmental or accrediting organization that does not also allege a Wrongful Act by an Insured as the principal basis for the investigation or audit.
7. “**Employee**” means any permanent or temporary statutory or leased worker. A leased worker must be acting within the scope of their duties for or on behalf of the Named Organization set forth in Item 1 of the Declarations, its Subsidiary or Affiliate, pursuant to a written agreement with a firm or company that leases workers to others in the ordinary course of business.
8. “**Employment Practices Violation**” means any alleged or actual:
  - (a) wrongful dismissal, discharge or termination of employment, including breach of an implied contract;
  - (b) harassment, whether “quid pro quo”, hostile work environment, or otherwise;
  - (c) discrimination and statutory violations relating to age, gender, race, color, national origin, religion, sexual orientation, pregnancy, or for violation of the Americans With Disabilities Act;
  - (d) retaliation relating to any **Employment Practices Violation**;
  - (e) employment-related misrepresentations to an Employee or applicant for employment;
  - (f) employment-related defamation or invasion of privacy;
  - (g) wrongful discipline;
  - (h) wrongful failure to grant tenure;
  - (i) wrongful failure to employ or promote;
  - (j) wrongful deprivation of career opportunity; or
  - (k) failure to provide or enforce adequate or consistent employment policies and procedures relating to any **Employment Practices Violation**.
9. “**Defense Costs**” means reasonable and necessary fees charged by an attorney designated by Underwriters; reasonable and necessary fees costs and expenses incurred by or consented to by Underwriters in the investigation, defense and appeal of a Claim, premiums incurred to purchase an appeal, attachment or such similar court bond, and reasonable and necessary fees and costs incurred for arbitration, mediation or other alternate dispute resolution agreed to by Underwriters. **Defense Costs** shall not include the wages or salaries of any Insured. **Defense Costs** are part of Loss and reduce the Limit of Liability and are not in addition to the Limit of Liability.
10. “**Loss**” means:
  - (a) compensatory damages, judgments, and multiple statutory damages awarded by judgment, if insurable; and

(b) Defense Costs.

**Loss** shall not include:

(a) civil or criminal fines, sanctions, or penalties;

(b) taxes;

(c) any amount that is not insurable; and

(d) the return of, reimbursement for or the value of tuition, scholarships, stipends or grants.

11. **“Wrongful Act”** means any alleged or actual neglect, error, omission, misstatement, misleading statement or omission in the rendering or failure to render Professional Services by any Insured, but only to the extent the Insured is acting within the scope of employment or in the performance of duties for or on behalf of the Named Organization set forth in Item 1 of the Declarations, and/or its Subsidiary and/or Affiliate.
12. **“Computer System”** shall mean any computer hardware, software, electronic data, and any other associated devices used to facilitate such hardware, software and electronic data, that is: (a) owned or leased by the Named Organization or any other entity qualifying as an Insured; (b), that is owned or leased by an Insured and that is or has been used, whether in whole or in part, in connection with the business of the Named Organization or any other entity qualifying as an Insured, or (c) that is operated by a third-party vendor for the benefit of the Named Organization or any other entity qualifying as an Insured.
13. **“Professional Services”** shall mean any services performed by the Insured that require a specialized degree of expertise, skill, or training, and that are rendered in the ordinary course of the Insured’s business or operations, and only to the extent that the Insured is acting within the scope of employment or in the performance of duties for or on behalf of the Named Organization, a Subsidiary or Affiliate. However, Professional Services shall not include medical, surgical, dental, nursing or other health care services.

#### **EXCLUSIONS**

This Policy does not apply to any Claim:

- (a) arising out of, based upon or attributable to the committing, in fact, any criminal, fraudulent, dishonest or malicious Wrongful Act; the Wrongful Act of an Insured shall not be imputed to any other Insured who did not personally commit or participate in committing or acquiesce in the commission of the Wrongful Act; however, Underwriters will defend, to the extent allowed by law and up to the Limit of Liability set forth in Item 3 of the Declarations, any Claim arising out of, based upon or attributable to committing any criminal, fraudulent, dishonest or malicious Wrongful Act until there is a final, non-appealable, adjudication, adverse to an Insured establishing the criminal, fraudulent, dishonest or malicious Wrongful Act.
- (b) arising out of, based upon or attributable to the gaining, in fact, of any personal profit or advantage to which the Insured was not legally entitled; the Wrongful Act of an Insured shall not be imputed to any other Insured who did not personally profit by the commission of such Wrongful Act.
- (c) arising out of, based upon or attributable to the breach of any contract or agreement, express or implied, written or oral; however, this Exclusion shall not apply to any liability that the Insured would have had in the absence of such contract or agreement or that would result from the Insured’s rendering or failure to render Professional Services.
- (d) for damage to or for the destruction of any tangible property, including the loss of use or the diminished value thereof.
- (e) alleging, arising out of, based upon or attributable to violations of any of the responsibilities, obligations or duties imposed upon fiduciaries or administrators by the Employee Retirement Income Security Act of 1974, or amendments thereto, or any similar provisions of State law or common law.
- (f) for bodily injury, sickness, disease, emotional distress or death of any person that is also covered under the terms of a general liability policy or any other valid and collectible insurance, including excess insurance, issued to the Insured.
- (g) for bodily injury, sickness, disease, emotional distress or death of any person that arises out of alleged sexual misconduct.

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- (h) arising out of, based upon, attributable to the failure to effect or maintain any insurance or bond; however, Underwriters will reimburse reasonable Defense Costs only.
- (i) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, the actual, alleged or threatened discharge, dispersal, presence, release or escape of pollutants, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or the Asbestos Hazard Emergency Response Act, 15 U.S.C. Section 2641 et seq. For the purpose of this exclusion, pollutants shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, mold, fungi, lead, bacteria, viruses or microbial matter. Waste also includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.
- (j) brought by or on behalf of any Insured, other than a student or a volunteer.
- (k) arising out of, based upon or attributable to a Wrongful Act occurring prior to the Continuity Date set forth in Item 5 of the Declarations.
- (l) arising out of, based upon or attributable to a Wrongful Act of a Subsidiary or Affiliate occurring prior to their becoming a Subsidiary or Affiliate of the Named Organization set forth in Item 1 of the Declarations.
- (m) arising out of, based upon, or attributable to any pending or prior civil, regulatory, disciplinary, arbitral or administrative proceeding as of the Continuity Date set forth in Item 5 of the Declarations.
- (n) arising out of, based upon, or attributable to the facts or Wrongful Acts alleged in any previously reported Claim or circumstance under any policy of which this Policy is a renewal, a replacement or successor.
- (o) arising out of, based upon or attributable to any Claim alleging payments, commissions, gratuities, benefits or any other favor to or for the benefit of a governmental official, employee, agent or to any members of their respective families; arising out of, based upon or attributable to any Claim alleging illegal political contributions.
- (p) arising out of, based upon or attributable to any alleged Employment Practices Violation, in whole or in part, including but not limited to any:
  - (i) refusal, failure or inability of any Insured to pay earned wages or earned overtime wages;
  - (ii) improper deductions or offsets from wages;
  - (iii) failure to provide, pay wages for or enforce legally required meal or rest break period; or
  - (iv) claim for unjust enrichment, profit or advantage for any of the foregoing;and regardless of whether such Claim for (i), (ii), (iii) and/or (iv), above, is made under any federal, state, local or foreign statutory or common law.
- (q) arising out of, based upon, or attributable in any way to the unauthorized disclosure of, or unauthorized access to any confidential personal information, including but not limited to: social security number; medical or healthcare data or other protected health information; driver's license information; bank or credit card information; or any other non-public information that may be protected by any federal, state or local legislation or regulation governing the confidentiality of personally identifiable information. This exclusion shall apply regardless of whether such information is maintained in paper format, in an electronic format on a Computer System, or otherwise.
- (r) arising out of, based upon, or attributable in any way to any: (1) unauthorized use of or hack on a Computer System or (2) introduction of any program, code, or data, or any other form of attack, on a Computer System.
- (s) arising out of, based upon, or attributable in any way to any negligence involving medical, surgical, dental, nursing or other health care services.

### GENERAL TERMS AND CONDITIONS

#### LIMIT OF LIABILITY - (FOR ALL LOSS-INCLUDING DEFENSE COSTS)

The Limit of Liability set forth in Item 3 of the Declarations, reduced by all applicable Per Claim Deductibles, set forth in Item 4 of the Declarations, for all Claims, is the maximum amount of Underwriters liability for all Loss arising out of Claims first made against the Insureds and reported to Underwriters during the Policy Period and



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any Discovery Period; the Limit of Liability for the Discovery Period shall be part of, and not in addition to, the Limit of Liability for the Policy Period.

Any Claim which is made subsequent to the Policy Period or Extended Reporting Period that is considered made during the Policy Period based upon a Notice of Potential Claim pursuant to the terms of this Policy shall also be subject to the one Limit of Liability as stated in Item 3 of the Declarations.

**REPORTING PROVISIONS**

The Insured shall report, in writing, as soon as practicable, to Underwriters, at the address set forth at Item 8 of the Declarations, any Claim made against the Insured, setting forth the date of the Claim, the dates of events and persons involved, and the specific Wrongful Act(s) alleged. Such report, if by mail, shall be considered given on the date of mailing. Such report, if by facsimile or commercial courier, shall be considered given on the actual date of receipt by Underwriters at the address set forth at Item 8 of the Declarations.

If a written report of a Claim has been given to Underwriters under this Policy, any subsequent Claim alleging the same or related Wrongful Act(s) or alleging, arising out of, based upon or attributable to the facts previously set forth in the report to Underwriters shall be considered given at the time of the first report.

If during the Policy Period the Insured becomes aware of a circumstance that may reasonably be expected to give rise to a Claim being made against the Insureds, the Insureds may give written notice to Underwriters, prior to the Policy's expiration date, of the circumstances and the reasons for anticipating such a Claim. The written notice must specify the Wrongful Act(s) that may reasonably be expected to rise to a Claim including dates of events and persons involved and the reason why the matter is expected to result in a Claim. Any Claim subsequently made against the Insureds and reported to Underwriters alleging, arising out of, based upon or attributable to such Notice of circumstance shall be considered related to and made at the time such notice of circumstances was given.

Only those necessary and reasonable fees, costs and expenses: i) incurred in cooperation with Underwriters, ii) incurred on and after the date the Claim was reported to Underwriters as set forth above, and iii) paid by the Named Insured, shall be allowed as a credit to the Named Insured's Deductible.

**DISCOVERY CLAUSE**

Upon termination of coverage, the Named Organization set forth in Item 1 of the Declarations has the right to either an Automatic Discovery Period or an Optional Discovery Period, under the terms set forth below:

**(a) Automatic Discovery Period**

For a period of 30 days following the end of the Policy Period for any reason other than non-payment of premium, the Insured may give written Notice of a Claim first made against the Insured during such 30 day period with respect to any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this Policy. This provision is void if the Extended Reporting Period is purchased.

**(b) Extended Reporting Period**

Upon termination of the Certificate, for any reason other than non-payment of premium, the Named Organization set forth in Item 1 of the Declarations shall have the right, upon payment of an additional premium not to exceed 200% of the annual premium applicable to the relevant line(s) of coverage, to an extended period of 3 years for this Section of the Certificate in which to report a Claim first made against the Insured after the expiration of the Certificate, but only with respect to a Wrongful Act occurring prior to the end of the Policy Period and only if otherwise covered by this section of the Certificate. The additional premium to be charged shall be calculated by Underwriters in accordance with their internal rules, rates and underwriting guidelines. Election to purchase the Extended Reporting Period must be in writing and received by Underwriters together with the additional premium due, and any previously unpaid premiums, within 15 days of the end of the Policy Period; the election is irrevocable and the additional premium paid is fully earned at the inception of the Extended Reporting Period.

In addition to the foregoing, if the Named Insured cancels the Policy, ceases operations, is insolvent, files for bankruptcy or is in liquidation, an individual insured may purchase the right, upon payment of an additional premium not to exceed 200% of the annual premium applicable to the relevant line(s) of coverage, to an Extended Reporting Period for 3 years for this Section of the Certificate in which to report a Claim first made against such individual after the expiration of the Certificate, but only with respect to a Wrongful Act occurring prior to the end of the Certificate and only if otherwise covered by this section of the Certificate. The additional premium to be charged shall be calculated by Underwriters in accordance with their internal rules, rates and underwriting guidelines. Notice of this election, together with the premium due, must be in writing and received by Underwriters within 30 days of the termination of the

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Certificate, the election is irrevocable and the premium paid is fully earned at the inception of this Extended Reporting Period.

**CANCELLATION CLAUSE**

This Policy may be cancelled by the Named Organization set forth in Item 1 of the Declarations at any time by written notice or by surrender of the Policy. This Policy may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified or other first-class mail, at the Insured's address as shown in Item 1 of the Declarations, written notice stating when, not less than ninety (90) days thereafter, except thirty (30) days for non-payment of premium, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this Policy is cancelled by the Named Organization, Underwriters shall retain the customary short rate proportion of the premium hereon. If this Policy shall be cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon and any unreimbursed Deductible due on account of Loss paid under any Policy issued by Underwriters. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**SUBROGATION and NOTICE OF AUTHORITY**

In the event of payment by Underwriters for Loss under the terms of this Policy, Underwriters shall be subrogated to the extent of such payment to all the Insureds' rights of recovery, and Insureds shall execute all papers required and shall provide their full cooperation and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable Underwriters to effectively to bring suit in the name of the Insureds. For purposes of this provision, the Named Organization set forth in Item 1 of the Declarations, is the duly appointed agent of all the Insureds and is authorized to execute, in the name of the Insureds, all documents required to secure Underwriters' rights of subrogation.

It is also agreed that the Named Organization set forth in Item 1 of the Declarations may act on behalf of all the Insureds with respect to the giving of any Notice required by this Policy, the cancellation of the Policy, 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 the right to an Extended Reported Period.

This Policy and no rights and obligations under the terms of the Policy are assignable without the prior written consent of Underwriters by an Endorsement to the Policy and the payment of any applicable premium.

**OTHER INSURANCE**

Such insurance as is provided by this Policy shall apply only as excess over any other valid and collectible insurance.

**MULTIPLE POLICIES**

If two or more policies of insurance issued by Underwriters, covering any Insured, as defined under this Policy ("Multiple Policies"), apply to the same or related Claim, Underwriters shall be liable for only the single largest Limit of Liability set forth in the Declarations to all policies provided by Underwriters to the Insured. Underwriters will not be liable under this Policy for a greater proportion of the damage than Underwriters' total liability under this Policy bears to the total liability available under all the Multiple Policies.

**MEDIATION AND ARBITRATION**

If a dispute arises out of or relates to this Policy or the breach of any of the terms and conditions thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to Arbitration.

It is also agreed that any controversy or claim arising out of or relating to this Policy or the breach of any of the terms and conditions thereof, whether arising during the Policy Period or after cancellation or termination of this Policy, including any determination of the amount of Loss, shall be settled by Arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The Arbitration shall be before a panel of three (3) Arbitrators, appointed in accordance with the Commercial Arbitration Rules, having expertise in the

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legal and insurance issues relevant to the matters in dispute. The written decision of the arbitrators shall be provided to all parties and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties also agree that the American Arbitration Association Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrators' award shall not include attorney fees or other costs and each party shall bear equally the expenses of the arbitration.

Any party may commence such arbitration proceeding in a location that is mutually agreed upon between Underwriters and the Insured. If the parties cannot agree upon a location, the fixing of a locale shall be in accordance with the Commercial Arbitration Rules. The arbitrators shall give due consideration to the general principles of American jurisprudence in the construction and interpretation of the Policy. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy, disregarding the authorship of the language. The arbitrators shall also disregard the doctrine of reasonable expectation and may not make any presumption or arbitrary interpretation of construction in favor of any party.

Any notice by an Insured to mediate or arbitrate, herein, shall be served upon the person or firm designated in Item 7 of the Declarations or to their representative.

**SERVICE OF SUIT CLAUSE**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of an Insured will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of an Insured's or 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 to seek a transfer of a case to another court as permitted by the laws of the United States or of any State or Territory of the United States.

It is further agreed that service of process in such suit may be made upon the person or firm set forth in Item 7 of the Declarations or their representative and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The person or firm set forth in Item 7 of the Declarations or their representative are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of an Insured to give a written undertaking to that Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any State or territory of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose by statute, or his successor or successors 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 behalf of an Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**ACTION AGAINST UNDERWRITERS**

Except as may be provided by a "direct action" Statute, this Policy does not provide any third-party right to join Underwriters as a party to any action brought against an Insured, nor shall Underwriters be impleaded into any action by the Named Organization or any Insured.

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SECTION B(5)

NOT FOR PROFIT ORGANIZATION EMPLOYMENT  
PRACTICES AND MANAGEMENT LIABILITY INSURANCE POLICY

**NOTICE:** THIS IS A CLAIMS MADE POLICY FORM. EXCEPT AS OTHERWISE PROVIDED HEREIN, COVERAGE IS LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO UNDERWRITERS DURING THE POLICY PERIOD. PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS POLICY WITH YOUR INSURANCE AGENT, BROKER OR CONSULTANT.

**NOTICE:** PAYMENTS INCURRED FOR DEFENSE COSTS WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS.

**DECLARATIONS**

**Policy Number:** 21W1962

**1. Named Organization:**

**Garden State Council - SHRM**

**Mailing Address:**

PO Box 225, Ironia, NJ 07845-0225  
United States of America

**2. Policy Period:**

**From:** 12 September 2021

**To:** 12 September 2022

Both days at 12.01 a.m. Standard Time at the address of the Named Insured shown above and for such further period or periods as may be mutually agreed upon.

**3. Limit of Liability:**

- a. USD1,000,000 per Claim inclusive of Defense Costs and in the aggregate for all Claims as respects Insuring Agreement (a).
- b. USD1,000,000 per Claim inclusive of Defense Costs and in the aggregate for all Claims as respects Insuring Agreement (b).
- c. USD1,000,000 per Claim inclusive of Defense Costs and in the aggregate for all Claims as respects Insuring Agreement (c) except for Claims alleging Employment Practices Violations.
- d. USD1,000,000 per Claim inclusive of Defense Costs and in the aggregate for all Claims as respects Insuring Agreement (c) solely for Claims alleging Employment Practices Violations.
- e. USD100,000 for all Investigation Costs.
- f. USD25,000 AGGREGATE SUB-LIMIT FOR EACH POLICY YEAR for Optional Endorsement to Provide Defense Costs for Wage and Hour Claims
- g. USD4,000,000 for all Loss and Investigation Costs combined.

**4. Retention:**

- a. As respects Insuring Agreement (a): Nil
- b. As respects Insuring Agreement (b): USD2,500
- c. As respects Insuring Agreement (c): USD2,500
- d. As respects Insuring Agreement (d): Nil

**5. Continuity Date:**

12 September 2006

**6. Premium:**

Included in the Main Schedule.

**7. Service of Suit and Notice to Arbitrate:**

Wilson, Elser, Moskowitz, Edelman & Dicker,  
150 East 42nd Street,  
New York,  
New York 10017-5639,  
United States of America.

**8. All Claims Are To Be Reported Directly To:**

Charlotte Adjuster's,  
13850 Ballantyne Corporate Place,  
Suite 500,  
Charlotte,  
North Carolina 28227,  
United States of America.

**9. Additional Named Insureds Being On File With:**

Waldorf Risk Solutions, LLC,  
P. O. Box 590,  
Huntington,  
New York 11743,  
United States of America.

**Dated in London: 11 October 2021**

In consideration of the premium paid, the Named Organization's obligation to pay any Retention amount set forth in the Declarations, and in reliance upon the representations made by the Insured incorporated by reference into this Policy, and subject to the definitions, terms, conditions and exclusions of this Policy, Underwriters agree:

## **INSURING AGREEMENTS**

### **I. WORLDWIDE COVERAGE**

a) To pay on behalf of an individual person qualifying as an Insured (as per the PERSONS INSURED section), subject to the Limit of Liability set forth in the Declarations, all sums which that person shall become legally obligated to pay as Loss, resulting from any Claim first made against that person and reported to Underwriters during the Policy Period, or an extended reporting period, for any alleged or actual Wrongful Act committed anywhere in the world, except for any Loss for which the Named Organization, or any other organization qualifying as an Insured, is required or permitted to pay as indemnification.

b) To pay on behalf of the Named Organization, or any other organization qualifying as an Insured (as per paragraphs 1 through 3 of the PERSONS INSURED section), subject to the Limit of Liability set forth in the Declarations all sums which the Named Organization, or other organization qualifying as an Insured, shall become legally obligated to pay as Loss resulting from any Claim first made against an individual person qualifying as an Insured (as per the PERSONS INSURED section) and reported to Underwriters during the Policy Period, or an extended reporting period, for any alleged or actual Wrongful Act committed anywhere in the world, but only to the extent that the Named Organization, or other organization qualifying as an insured, is required or permitted by law, to the fullest extent possible, to indemnify the individual person against whom the Claim has been made.

c) To pay on behalf of the Named Organization, or any organization qualifying as an Insured (as per paragraphs 1 through 3 of the PERSONS INSURED section), subject to the Limit of Liability set forth in the Declarations all sums which the Named Organization or organization qualifying as an Insured (as per paragraphs 1 through 3 of the PERSONS INSURED section) shall become legally obligated to pay as Loss resulting from any Claim first made against the Named Organization, or organization qualifying as an Insured, and reported to Underwriters during the Policy Period, or an extended reporting period, for any alleged or actual Wrongful Act committed anywhere in the world.

d) To pay on behalf of the Named Organization, or any organization qualifying as an Insured (as per paragraphs 1 through 3 of the PERSONS INSURED section), subject to the Limit of Liability set forth in the Declarations, Investigation Costs that the Named Organization, or organization qualifying as an Insured (as per paragraphs 1 through 3 of the PERSONS INSURED section), shall incur, with Underwriters' consent, in response to a Demand first received by the Named Organization and reported to Underwriters during the Policy Period, or an extended reporting period.

### **II. DEFENSE AND SETTLEMENT**

Underwriters shall, subject to the applicable Limit of Liability set forth in Item 3 of the Declarations, and subject to the applicable Retention stated in Item 4 of the Declarations, have the sole right and duty to defend any Claim against the Insured alleging a Wrongful Act, and will pay all reasonable fees and expenses to defend that Claim.

Underwriters shall have the right to investigate, the right to negotiate, and after consultation with the Named Organization, the right to settle any Claim covered by this Policy as, in Underwriters' exclusive discretion, Underwriters determine to be reasonable. Underwriters may settle any Claim only if such settlement will release the Insured from all liability arising out of the Claim. This right to settle exists regardless of and in addition to any applicable and available Retention and Underwriters shall have the right to collect from the Insured any Retention amount not paid in satisfaction of the settlement. The Insured shall not, except at the Insured's own cost, admit or assume liability or incur or pay any Loss, without the prior written consent of Underwriters.

If Underwriters recommend a settlement within the Policy's applicable Limit of Liability, which is acceptable to the claimant, but the Insured does not consent to such settlement within fifteen (15) days of the date the Insured is first made aware of the settlement opportunity, then Underwriters' liability for all Loss on account of such Claim shall not exceed: (1) the amount for which Underwriters could have settled such Claim plus Defense Costs incurred as of the date the settlement opportunity was proposed by Underwriters to the Insured; and (2) 20% of all subsequent Loss, excluding Defense Costs, in excess of the proposed settlement amount, the remaining 80% to be borne by the Insured. In addition, in the event

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that the Insured rejects a proposed settlement, then Underwriters shall have no continuing defense obligation, and will not pay any Defense Costs incurred after the proposed settlement was rejected.

Once the applicable aggregate Limit of Liability has been paid under the terms of this Policy, Underwriters shall have no further obligation to pay any Claim or Loss, and Underwriters' duty to defend will then cease.

Notwithstanding Underwriters' obligation to pay the applicable Per Claim Limit of Liability once the applicable Aggregate Limit of Liability has been paid under the terms of this, Underwriters shall have no further obligation to pay any Loss or to undertake or continue the defense of any Claims noticed under this Policy, and Underwriters' duty to defend will then cease.

With respect to any Claim as may potentially be covered by this Policy: (i) the Insured shall at all times fully cooperate with Underwriters and Underwriters shall have the right to be promptly provided with all information and documents in any matter and all things concerning the Claim as Underwriters shall reasonably require; (ii) Underwriters shall be kept fully and timely informed as to all matters relating to or concerning the investigation, defense, settlement or appeal of any such Claim and shall have the right to receive a copy of any and all relevant documents, records and reports relating thereto; (iii) Underwriters shall have the right to associate effectively with the Insureds in the defense, investigation and the negotiation of any settlement of any Claim; and (iv) Underwriters shall be entitled to full information and all particulars it may request in order to reach a decision as to reasonableness.

### PERSONS INSURED

The following individuals and entities are defined as an "Insured" under this Policy:

1. The Not For Profit Organization set forth in Item 1 of the Declarations ("Named Organization"), and its Subsidiaries, as defined by this Policy, and any Not For Profit Organization listed as an Insured by Endorsement or as stated in Item 9 of the Declarations.
2. The Named Organization's Affiliate(s) listed by Endorsement or as stated in Item 9 of the Declarations, but only with respect to a Wrongful Act that arises out of, is based upon or is attributable to the Named Organization's exercise of financial or managerial control over such Affiliate.
3. The Named Organization's Parent listed by Endorsement or as stated in Item 9 of the Declarations, but only with respect to a Wrongful Act that arises out of, is based upon or is attributable to the Parent's exercise of financial or managerial control over the Named Organization or its Subsidiary.
4. All past, present and future duly elected or appointed officers, directors, and trustees of the Named Organization, its Subsidiaries or Affiliates, but only while acting within the scope of their duties for or on behalf of the Named Organization, its Subsidiaries or Affiliates.
5. All past, present and future emeriti, committee members, members of the clergy or members of the religious order sponsoring the Named Organization, but only while acting within the scope of their duties for or on behalf of the Named Organization, its Subsidiaries or Affiliates.
6. All past, present and future Employees, administrators, faculty members, teachers, teaching assistants, student teachers, interns, students and volunteers while acting within the scope of their respective duties for or on behalf of the Named Organization, its Subsidiaries or Affiliates.
7. All past, present and future licensed professional staff, but only when rendering professional services for others within the scope of their duties for or on behalf of the Named Organization, its Subsidiaries or Affiliates. A member of the professional staff is not an Insured if a private contractor and if also covered under the terms of any other valid and collectible insurance policy, including any excess insurance policy.
8. All past, present and future individual insureds qualifying as such per paragraphs 4-7 above that are serving as a director, officer or trustee of an unaffiliated non-for-profit or charitable organization, but only while doing so at the direction of the Named Organization. The coverage afforded pursuant to this paragraph shall be excess over any other insurance available to that unaffiliated organization.
9. All past, present and future individual insureds qualifying as such per paragraphs 4-7 above that are serving as a director, officer or trustee of an unaffiliated for profit organization, but only while doing so at the direction of the Named Organization, and only when authorized by Underwriters by endorsement to this Policy. There shall be no coverage afforded pursuant to this paragraph in the absence of such an endorsement. Any coverage afforded pursuant to this paragraph shall be excess over any other insurance available to that unaffiliated organization.



10. The estates, heirs and legal representatives of any Insured, but only if such Insured would have been provided coverage under this Policy but for the Insured's death or incapacity; the spouse or domestic partner of any Insured, but only to the extent a Claim is made based solely on their status as spouse or domestic partner of an Insured.

## DEFINITIONS

1. **"Not For Profit Organization"** means:
- (a) an **"Educational Organization"** meaning an incorporated or unincorporated, not-for-profit organization, empowered by the laws of the state of its organization and the laws of its principal place of activity, and qualified as a school pursuant to the laws of any state, the United States Government, or the laws of its principal place of activity and/or has been given a charter pursuant to state and/or federal law for such purpose and acts generally in relation to the education of children and adults and has tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code;
  - (b) a **"Social Services Agency"** meaning an incorporated or unincorporated, not-for-profit organization empowered by the laws of the state of its organization and the laws of its principal place of activity, and organized and qualified, if required by law, pursuant to the laws of any state, the United States Government, or the laws of its principal place of activity for the purpose to care for, to place out or to board out children, and to act generally in relation to the social welfare of children and adults and has tax exempt status pursuant to Section 501(c)(3) or (k) of the Internal Revenue Code; or
  - (c) a **"Religious Purpose Organization"** meaning an incorporated or unincorporated congregation, society, or assemblage of persons, who regularly or customarily meet for divine worship or other religious observance, and are recognized as such pursuant to the laws of any state or principal place of activity and has tax exempt status pursuant to Section 501(c)(3) or (k) of the Internal Revenue Code.
2. **"Subsidiary"** means any entity existing prior to the effective date of the Policy, that is both qualified as an Educational Organization and/or a Social Services Agency and/or a Religious Purpose Organization pursuant to the laws of its state of organization or the laws of its principal place of activity or business, and, whereby the Named Organization either directly owns more than 50% of the entity's assets or has the right or controls the right to elect or appoint more than 50% of the voting directors or trustees. **Subsidiary** also means any Educational Organization, Social Services Agency or Religious Purpose Organization that becomes a Subsidiary during the Policy Period if within ninety (90) days of the entity becoming a **Subsidiary**, the Named Organization provides Underwriters with notice of ownership and/or control and agrees to pay an additional premium and agrees to an endorsement to the Policy that excludes coverage for any Wrongful Act that occurred prior to the date the entity becomes a **Subsidiary** and/or other conditional amendment(s) to the Policy.
3. **"Affiliate"** means any entity, listed by Endorsement or stated in Item 9 of the Declarations, that is not a Subsidiary, is qualified and/or licensed as a Social Services Agency or Religious Purpose Organization pursuant to the laws of its state of organization or pursuant to the laws of its principle place of activity,, and has its financial or managerial decisions controlled by the Named Organization or any Subsidiary thereof, whether by operation of law, membership, contract or agreement.
- "Affiliate"** also means any school, listed by Endorsement or stated in Item 9 of the Declarations, that is not a Subsidiary, is qualified as an Educational Organization pursuant to the laws of its state of organization or pursuant to the laws of its principle place of activity, and has its financial or managerial decisions controlled by the Named Organization or any Subsidiary thereof, whether by operation of law, membership, contract or agreement.
4. **"Parent"** means any not-for-profit organization having tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, listed by Endorsement, that has financial and managerial control over the Named Organization set forth in Item 1 of the Declarations.
5. **"Policy Period"** means the period from the effective time and date of this Policy to the expiration date and time, as stated in Item 2 of the Declarations, or earlier cancellation date and time of this Policy.
6. **"Claim"** means any written notice to an Insured of an actual or intended civil, regulatory, disciplinary, arbitral or administrative action or proceeding that alleges a Wrongful Act by an Insured and which seeks either monetary and/or non-monetary damages;

however, **"Claim"** shall not include:

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- (a) investigations and audits by any governmental or accrediting organization that does not also allege a Wrongful Act by an Insured as the principal basis for the investigation or audit; or
  - (b) any action or proceeding otherwise covered by a labor or grievance proceeding that is subject to a collective bargaining agreement.
7. **“Employee”** means any permanent or temporary statutory or leased worker. A leased worker must be acting within the scope of his or her duties for or on behalf of the Named Organization set forth in Item 1 of the Declarations, its Subsidiary or Affiliate, pursuant to a written agreement with a firm or company that leases workers to others in the ordinary course of business. Only with respect to an Employment Practices Violation, **“Employee”** also means a natural person who submitted an application for employment with an Insured.
8. **“Employment Practices Violation”** means any alleged or actual:
- (a) wrongful dismissal, discharge or termination of employment, including breach of an implied contract;
  - (b) harassment, whether “quid pro quo”, hostile work environment, or otherwise;
  - (c) discrimination and statutory violations relating to age, gender, race, color, national origin, religion, sexual orientation, pregnancy, or for violation of the Americans With Disabilities Act;
  - (d) retaliation relating to any **Employment Practices Violation**;
  - (e) employment-related misrepresentations to an Employee or applicant for employment;
  - (f) employment-related defamation or invasion of privacy;
  - (g) wrongful discipline or unfair reprimand;
  - (h) wrongful failure to grant tenure;
  - (i) wrongful failure to employ or promote;
  - (j) improper performance review;
  - (k) improper retaliation against a whistleblower;
  - (l) wrongful denial of time off or vacation time;
  - (m) wrongful failure to interview or deprivation of career opportunity; or
  - (n) failure to provide or enforce adequate or consistent employment policies and procedures relating to any **Employment Practices Violation**;
- but, only if the **Employment Practices Violation** relates to an Employee of the Named Organization set forth in Item 1 of the Declarations, or a Subsidiary or Affiliate of the Named Organization set forth in Item 1 of the Declarations.
9. **“Defense Costs”** means reasonable and necessary fees charged by an attorney designated by Underwriters; reasonable and necessary fees, costs and expenses incurred by, or consented to by, Underwriters in the investigation, defense and appeal of a Claim, premiums incurred to purchase an appeal, attachment or such similar court bond, and reasonable and necessary fees and costs incurred for arbitration, mediation or other alternate dispute resolution agreed to by Underwriters. **Defense Costs** shall not include the wages or salaries of any Insured. **Defense Costs** are part of Loss and reduce the Limit of Liability and are not in addition to the Limit of Liability.
10. **“Loss”** means:
- (a) compensatory damages;
  - (b) the reasonable and necessary costs incurred to comply with injunctive and other non-monetary relief; and
  - (c) punitive, exemplary or multiplied damages, where insurable (for the purpose of this coverage, Underwriters shall apply the law of whichever jurisdiction is applicable to the **Claim** and that most favors coverage for such damages)

- (d) Defense Costs.

**Loss** shall not include:

- (a) civil or criminal fines, sanctions, or penalties;
- (b) taxes;
- (c) any amount that is not insurable; and
- (d) the return of, reimbursement for or the value of tuition, scholarships, stipends or grants.

Only with respect to an Employment Practices Violation, **Loss** shall also include back pay and front pay, and multiple or liquidated damage awards under the Age Discrimination in Employment Act, Equal Pay Act and the Federal Labor Standards Act.

Only with respect to an Employment Practices Violation, **Loss** shall not include employment-related benefits other than salary, wages, bonuses or the employer's share of employment taxes, nor the cost to modify any building or property to accommodate any disabled person, nor the costs connected with any employee education/sensitivity program related to an Employment Practices Violation.

- 11. **"Wrongful Act"** means any alleged or actual breach of duty, breach of fiduciary duty, neglect, error, omission misstatement, misleading statement, Employment Practices Violation, or Personal Injury Violation, by any individual or entity qualifying as an Insured.
- 12. **"Personal Injury Violation"** means:
  - (a) non-employment violation of an individual's constitutional or statutory civil rights;
  - (b) non-employment discrimination relating to race, color, national origin, age, gender, gender identity, sexual orientation or for violation of the Americans With Disabilities Act;
  - (c) wrongful suspension or expulsion of a student;
  - (d) wrongful detention, false arrest, abuse of process or invasion of privacy;
  - (e) copyright infringement, trademark infringement or plagiarism; and
  - (f) defamation.
- 13. **"Computer System"** shall mean any computer hardware, software, electronic data, and any other associated devices used to facilitate such hardware, software and electronic data, that is: (a) owned or leased by the Named Organization or any other entity qualifying as an Insured; (b), that is owned or leased by an Insured and that is or has been used, whether in whole or in part, in connection with the business of the Named Organization or any other entity qualifying as an Insured, or (c) that is operated by a third-party vendor for the benefit of the Named Organization or any other entity qualifying as an Insured.
- 14. **"Investigation Costs"** shall mean reasonable and necessary costs, fees and expenses (other than regular or overtime wages, salaries, fees, or benefits of any employees of any Insured, or any Insured's overhead expenses) incurred by the Named Organization in response to a Demand, with Underwriters' prior written consent. Investigation Costs shall not include any costs, fees or expenses incurred in connection with a Claim.
- 15. **"Demand"** shall mean:
  - (a) A written demand made upon an Insured to bring a civil proceeding against another Insured for a Wrongful Act; or
  - (b) A written demand made upon an Insured by any non-governmental agency to inspect the Insured's books and records.

## EXCLUSIONS

This Policy does not apply to any Claim:

- (a) arising out of, based upon or attributable to:

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- (1) any criminal, fraudulent, dishonest or malicious Wrongful Act of any Insured; however, this exclusion will apply only when there has been a final adjudication that such misconduct happened; or
- (2) any personal profit, advantage or remuneration to which an Insured was not legally entitled; however, this exclusion will apply only when there has been a final adjudication that such misconduct happened.

Provided, however, that for the purpose of determining the applicability of the foregoing exclusions, it is understood and agreed that the Wrongful Act of an Insured shall not be imputed to another Insured who did not personally commit or participate in committing or acquiesce in the commission of the Wrongful Act. In addition, exclusion a(1) shall not apply to Personal Injury Violation based on a legitimate religious objection.

- (b) arising out of, based upon or attributable to the breach of any contract or agreement, express or implied, written or oral; however, this exclusion shall not apply to a Claim for wrongful termination of employment by a former Employee of the Named Organization set forth in Item 1 of the Declarations, its Subsidiary or Affiliate.
- (c) for damage to or for the destruction of any tangible property, including the loss of use or the diminished value thereof.
- (d) alleging, arising out of, based upon or attributable to violations of any of the responsibilities, obligations or duties imposed upon fiduciaries or administrators by the Employee Retirement Income Security Act of 1974, or amendments thereto, or any similar provisions of State law or common law.
- (e) for bodily injury, sickness, disease, emotional distress, mental anguish or death of any person that is also covered under the terms of a general liability policy or any other valid and collectible insurance, including excess insurance, issued to the Insured.
- (f) for bodily injury, sickness, disease, emotional distress or death of any person that arises out of alleged criminal sexual misconduct.
- (g) arising out of, based upon, attributable to the failure to effect or maintain any insurance or bond; however, Underwriters will reimburse reasonable Defense Costs only.
- (h) alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly, the actual, alleged or threatened discharge, dispersal, presence, release or escape of pollutants, or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants, or the Asbestos Hazard Emergency Response Act, 15 U.S.C. Section 2641 et seq. For the purpose of this exclusion, pollutants shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, mold, fungi, lead, bacteria, viruses or microbial matter. Waste also includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.
- (i) brought by or on behalf of any Insured, other than a student or volunteer, or which is brought by an attorney general or any other such representative party whether directly or derivatively, unless such Claim is instigated and continued wholly independent of and without the solicitation, assistance or participation of any Insured; however, this exclusion shall not apply to:
  - (1) a Claim for an Employment Practices Violation;
  - (2) any Claim brought by the examiner, trustee, liquidator, rehabilitator or creditors' committee of the Named Organization, in any bankruptcy proceeding by or against the Named Organization.
- (j) arising out of, based upon or attributable to a Wrongful Act occurring prior to the Continuity Date set forth in Item 5 of the Declarations.
- (k) arising out of, based upon or attributable to a Wrongful Act of a Subsidiary or Affiliate occurring prior to its becoming a Subsidiary or Affiliate of the Named Organization set forth in Item 1 of the Declarations.
- (l) arising out of, based upon, or attributable to any pending or prior civil, regulatory, disciplinary, arbitral or administrative proceeding as of the Continuity Date set forth in Item 5 of the Declarations.
- (m) arising out of, based upon, or attributable to the facts or Wrongful Acts alleged in any previously reported Claim or circumstance under any policy of which this Policy is a renewal, a replacement or successor.

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- (n) arising out of, based upon or attributable to any Claim alleging payments, commissions, gratuities, benefits or any other favor to or for the benefit of a governmental official, employee, agent or to any members of their respective families; arising out of, based upon or attributable to any Claim alleging illegal political contributions.
- (o) arising out of, based upon or attributable to any alleged, in whole or in part:
  - (i) refusal, failure or inability of any Insured to pay earned wages or earned overtime wages;
  - (ii) improper deductions or offsets from wages;
  - (iii) failure to provide, pay wages for or enforce legally required meal or rest break period; or
  - (iv) claim for unjust enrichment, profit or advantage for any of the foregoing;and regardless of whether such Claim for (i), (ii), (iii) and/or (iv), above, is made under any federal, state, local or foreign statutory or common law.
- (p) arising out of, based upon or attributable in any way to the rendering or failure to render professional services; however, this exclusion shall not apply to any Claim which alleges a failure to supervise or manage those who performed or failed to perform the professional services alleged.
- (q) arising out of, based upon, or attributable in any way to the unauthorized disclosure of, or unauthorized access to, any confidential personal information, including but not limited to: social security number; medical or healthcare data or other protected health information; driver's license information; bank or credit card information; or any other non-public information that may be protected by any federal, state or local legislation or regulation governing the confidentiality of personally identifiable information. This exclusion shall apply regardless of whether such information is maintained in paper format, in an electronic format, on a Computer System, or otherwise.
- (r) arising out of, based upon, or attributable in any way to any: (1) unauthorized use, access or hack on a Computer System or (2) introduction of any program, code, or data, or any other form of attack, on a Computer System.
- (s) arising out of, based upon, or attributable in any way to the use, operation or entrustment to others of any aircraft, including but not limited to unmanned aircraft.

**GENERAL TERMS AND CONDITIONS**

**LIMIT OF LIABILITY AND RETENTION- (FOR ALL LOSS-INCLUDING DEFENSE COSTS)**

1. Underwriters shall be liable to pay all Loss and Investigation Costs in excess of the applicable Retention amount stated in Item 4 of the Declarations up to the applicable Limit of Liability stated in Item 3 of the Declarations.
2. The Limit of Liability set forth in Item 3.f. of the Declarations is the maximum amount of Underwriters' liability for all Loss arising out of Claims first made against the Insureds and reported to Underwriters during the Policy Period and any Discovery Period, as well as for all Investigation Costs; the Limit of Liability for the Discovery Period shall be part of, and not in addition to, the Limit of Liability for the Policy Period.
3. Any Claim which is made subsequent to the Policy Period or an extended reporting period that is considered made during the Policy Period based upon a Notice of Potential Claim pursuant to the terms of this Policy shall be subject to the applicable Limit of Liability set forth in Item 3.
4. As a condition precedent to coverage under this Policy, the Named Organization shall pay the applicable Retention amount set forth in Item 4 of the Declarations. Underwriters shall have no obligations under the Policy unless and until this amount has first been paid by the Named Organization. The Retention amount shall only be reduced by amounts covered under this Policy and Underwriters shall only be liable for payment of Loss in excess of the stated Retention amount. There shall be no Retention obligation with respect to Insuring Agreements A or D.
5. In the event that two or more Claims shall be deemed to be a single Claim, such Claim shall be subject to a single applicable Retention as stated in Item 4 of the Declarations.
6. In the event that a single Claim implicates more than one of the Retentions stated in Item 4 of the Declarations, then the largest of the applicable Retention amounts shall apply, but in no event shall more than one Retention amount be applied to the Claim.

7. The Named Organization's refusal or inability to satisfy its Retention obligation because of bankruptcy, insolvency or any other reason shall not increase Underwriters' obligations.

### **REPORTING PROVISIONS**

The Insured shall report, in writing, as soon as practicable, to Underwriters, at the address set forth at Item 8 of the Declarations, any Claim made against the Insured, setting forth the date of the Claim, the dates of events and persons involved, and the specific Wrongful Act(s) alleged. Such report, if by mail, shall be considered given on the date of mailing. Such report, if by facsimile or commercial courier, shall be considered given on the actual date of receipt by Underwriters at the address set forth at Item 8 of the Declarations.

If a written report of a Claim has been given to Underwriters under this Policy, any subsequent Claim alleging the same or related Wrongful Act(s) or alleging, arising out of, based upon or attributable to the facts previously set forth in the report to Underwriters shall be considered given at the time of the first report.

If during the Policy Period the Insured becomes aware of a circumstance that may reasonably be expected to give rise to a Claim being made against the Insureds, the Insureds may give written notice to Underwriters, prior to the Policy's expiration date, of the circumstances and the reasons for anticipating such a Claim. The written notice must specify the Wrongful Act(s) that may reasonably be expected to rise to a Claim including dates of events and persons involved and the reason why the matter is expected to result in a Claim. Any Claim subsequently made against the Insureds and reported to Underwriters alleging, arising out of, based upon or attributable to such Notice of circumstance shall be considered related to and made at the time such notice of circumstances was given.

Only those necessary and reasonable fees, costs and expenses: i) incurred in cooperation with Underwriters, ii) incurred on and after the date the Claim was reported to Underwriters as set forth above, and iii) paid by the Named Organization, shall be allowed as a credit against the applicable Retention stated in Item 4 of the Declarations.

### **DISCOVERY CLAUSE**

Upon termination of coverage, the Named Organization set forth in Item 1 of the Declarations has the right to either an Automatic Discovery Period or an Optional Discovery Period, under the terms set forth below:

**(a) Automatic Discovery Period**

For a period of 30 days following the end of the Policy Period for any reason other than non-payment of premium, the Insured may give written Notice of a Claim first made against the Insured during such 30 day period with respect to any Wrongful Act occurring prior to the end of the Policy Period and otherwise covered by this Policy. This provision is void if the Extended Reporting Period is purchased.

**(b) Extended Reporting Period**

Upon termination of the Certificate, for any reason other than non-payment of premium, the Named Organization set forth in Item 1 of the Declarations shall have the right, upon payment of an additional premium not to exceed 200% of the annual premium applicable to the relevant line(s) of coverage, to an extended period of 3 years for this Section of the Certificate in which to report a Claim first made against the Insured after the expiration of the Certificate, but only with respect to a Wrongful Act occurring prior to the end of the Policy Period and only if otherwise covered by this section of the Certificate. The additional premium to be charged shall be calculated by Underwriters in accordance with their internal rules, rates and underwriting guidelines. Election to purchase the Extended Reporting Period must be in writing and received by Underwriters together with the additional premium due, and any previously unpaid premiums, within 15 days of the end of the Policy Period; the election is irrevocable and the additional premium paid is fully earned at the inception of the Extended Reporting Period.

In addition to the foregoing, if the Named Insured cancels the Policy, ceases operations, is insolvent, files for bankruptcy or is in liquidation, an individual insured may purchase the right, upon payment of an additional premium not to exceed 200% of the annual premium applicable to the relevant line(s) of coverage, to an Extended Reporting Period for 3 years for this Section of the Certificate in which to report a Claim first made against such individual after the expiration of the Certificate, but only with respect to a Wrongful Act occurring prior to the end of the Certificate and only if otherwise covered by this section of the Certificate. The additional premium to be charged shall be calculated by Underwriters in accordance with their internal rules, rates and underwriting guidelines. Notice of this election, together with the premium due, must be in writing and received by Underwriters within 30 days of the termination of the Certificate, the election is irrevocable and the premium paid is fully earned at the inception of this Extended Reporting Period.

### **CANCELLATION CLAUSE**

This Policy may be cancelled by the Named Organization set forth in Item 1 of the Declarations at any time by written notice or by surrender of the Policy. This Policy may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified or other first-class mail, at the Insured's address as shown in Item 1 of the Declarations, written notice stating when, not less than ninety (90) days thereafter, except thirty (30) days for non-payment of premium, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this Policy is cancelled by the Named Organization, Underwriters shall retain the customary short rate proportion of the premium hereon. If this Policy shall be cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

### **SUBROGATION and NOTICE OF AUTHORITY**

In the event of payment by Underwriters for Loss under the terms of this Policy, Underwriters shall be subrogated to the extent of such payment to all the Insureds' rights of recovery, and Insureds shall execute all papers required and shall provide their full cooperation and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable Underwriters to effectively to bring suit in the name of the Insureds. For purposes of this provision, the Named Organization set forth in Item 1 of the Declarations, is the duly appointed agent of all the Insureds and is authorized to execute, in the name of the Insureds, all documents required to secure Underwriters' rights of subrogation.

It is also agreed that the Named Organization set forth in Item 1 of the Declarations may act on behalf of all the Insureds with respect to the giving of any Notice required by this Policy, the cancellation of the Policy, 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 the right to an Extended Reported Period.

This Policy and no rights and obligations under the terms of the Policy are assignable without the prior written consent of Underwriters by an Endorsement to the Policy and the payment of any applicable premium.

### **OTHER INSURANCE**

Such insurance as is provided by this Policy shall apply only as excess over any other valid and collectible insurance. This insurance is specifically intended to be excess over any comparable management liability or directors and officers liability maintained by any entity qualifying as an Insured under this Policy.

### **MULTIPLE POLICIES**

If two or more policies of insurance issued by Underwriters, covering any Insured, as defined under this Policy ("Multiple Policies"), apply to the same or related Claim, Underwriters shall be liable for only the single largest Limit of Liability set forth in the Declarations to all policies provided by Underwriters to the Insured. Underwriters will not be liable under this Policy for a greater proportion of the damage than Underwriters' total liability under this Policy bears to the total liability available under all the Multiple Policies.

### **MEDIATION AND ARBITRATION**

If a dispute arises out of or relates to this Policy or the breach of any of the terms and conditions thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to Arbitration.

It is also agreed that any controversy or claim arising out of or relating to this Policy or the breach of any of the terms and conditions thereof, whether arising during the Policy Period or after cancellation or termination of this Policy, including any determination of the amount of Loss, shall be settled by Arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The Arbitration shall be before a panel of three (3) Arbitrators, appointed in accordance with the Commercial Arbitration Rules, having expertise in the

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legal and insurance issues relevant to the matters in dispute. The written decision of the arbitrators shall be provided to all parties and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties also agree that the American Arbitration Association Optional Rules for Emergency Measures of Protection shall apply to the proceedings. The arbitrators' award shall not include attorney fees or other costs and each party shall bear equally the expenses of the arbitration.

Any party may commence such arbitration proceeding in a location that is mutually agreed upon between Underwriters and the Insured. If the parties cannot agree upon a location, the fixing of a locale shall be in accordance with the Commercial Arbitration Rules. The arbitrators shall give due consideration to the general principles of American jurisprudence in the construction and interpretation of the Policy. Where the language of this Policy is alleged to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms, conditions, provisions or exclusions of the Policy, disregarding the authorship of the language. The arbitrators shall also disregard the doctrine of reasonable expectation and may not make any presumption or arbitrary interpretation of construction in favor of any party.

Any notice by an Insured to mediate or arbitrate, herein, shall be served upon the person or firm designated in Item 7 of the Declarations or to their representative.

**SERVICE OF SUIT CLAUSE**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of an Insured will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of an Insured's or 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 to seek a transfer of a case to another court as permitted by the laws of the United States or of any State or Territory of the United States.

It is further agreed that service of process in such suit may be made upon the person or firm set forth in Item 7 of the Declarations or their representative and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

The person or firm set forth in Item 7 of the Declarations or their representative are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of an Insured to give a written undertaking to that Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any State or territory of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose by statute, or his successor or successors 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 behalf of an Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**ACTION AGAINST UNDERWRITERS**

Except as may be provided by a "direct action" Statute, this Policy does not provide any third-party right to join Underwriters as a party to any action brought against an Insured, nor shall Underwriters be impleaded into any action by the Named Organization or any Insured.

1284BMS00489E



**ENDORSEMENT NO. 1**

**INSURED: Garden State Council - SHRM**

**Effective: 12 September 2021**

**ADDITIONAL WORDINGS AND CLAUSES**

**ELECTRONIC DATA RECOGNITION EXCLUSION (EDRE)**

**IN RESPECT OF SECTION B**

This Policy does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- (b) any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not,

however if loss or damage from a peril not otherwise excluded by this Policy ensues then this Policy shall cover only such ensuing loss or damage.

1284BMS00368

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
Not Purchased Clause**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390  
09 January 2020

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

**IN RESPECT OF SECTION (B) ONLY**

For attachment to insurances of the following classifications in the U.S.A., its Territories 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, Store-keepers 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 byproduct material: **"source material"**, **"special nuclear material"**, and **"byproduct 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 byproduct 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

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- (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 or 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 respect 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.

17/3/60  
NMA 1256

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

**IN RESPECT OF SECTION (B) ONLY**

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.

13/2/64  
NMA 1477

**INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No.4**

**IN RESPECT OF SECTION (B) ONLY**

This Insurance does not cover any liability for:

- 1. Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- 2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- 3. Fines, penalties, punitive or exemplary damages.

22/1/70  
NMA1686

**TERRORISM EXCLUSION ENDORSEMENT**

**IN RESPECT OF SECTION (B) ONLY**

This endorsement modifies all coverages provided by this certificate.

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Notwithstanding any provision to the contrary within this certificate or any endorsement thereto, this certificate excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any Certified Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, a 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 of 2002 (TRIA), as amended. TRIA sets forth the following criteria for a Certified Act of Terrorism:

- a. The act resulted in aggregate losses excess of \$5,000,000; and
- b. 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 acting on behalf of any foreign person or foreign interest, 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 certificate also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Certified Act of Terrorism.

It is not the intention of this exclusion to exclude losses arising out of strike, riot, civil commotion, vandalism or malicious mischief.

It is also not the intention of this exclusion to exclude arson or hate crime losses where they do not involve terrorists or terrorist organizations.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

1284BMS00500

**BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION**

**IN RESPECT OF SECTION (B) ONLY**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962  
06/02/03

**ABSOLUTE MICROORGANISM EXCLUSION**

**IN RESPECT OF SECTION (B) ONLY**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

Mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

1284BMS00371

**ASBESTOS EXCLUSION**

**IN RESPECT OF SECTION (B) ONLY**

Notwithstanding anything contained herein to the contrary it is understood and agreed that this Policy shall not apply to Bodily Injury or loss of use of property directly or indirectly caused by asbestos.

1284BMS00387

**WAR AND CIVIL WAR EXCLUSION CLAUSE**

(Approved by Lloyd's Underwriters' Non-Marine Association)

**IN RESPECT OF SECTION B ONLY**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage 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 nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

1/1/38

NMA464

**CYBER and DATA - EXCLUSION**

(for attachment to US General Liability and Excess Liability forms)

**IN RESPECT OF SECTION B(1) ONLY**

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any actual or alleged loss, damage, liability, claim, fine, penalty, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
  - 1.2 **Data Breach**; or
  - 1.3 other loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss of, damage to, corruption of, inability to access or inability to manipulate or theft of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 For the avoidance of doubt, this policy does not cover notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**.

**Definitions**

- 3 **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 4 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 5 **Cyber Incident** means:

- 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 6 **Data Breach** means:
- 6.1 the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information; involving access to, processing of, use of or operation of any **Computer System** or
  - 6.2 the violation of any statute, regulation, common-law, or any other law regulating or protecting access to, collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.
7. **Electronic Data** 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.

LMA5532  
17 December 2020

**US PROFESSIONAL INDEMNITY - CYBER EXCLUSION**  
(Cyber Act, Cyber Incident and Data Breach exclusion)  
**IN RESPECT OF SECTIONS B(4) AND B(5) ONLY**

1. This Policy excludes any actual or alleged loss, damage, liability, claim, fine, penalty, cost (including, but not limited to, defence cost) or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
  - 1.1 a **Cyber Act** or **Cyber Incident**; or
  - 1.2 a **Data Breach**.
2. For the avoidance of doubt, this Policy does not cover:
  - 2.1 notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services arising out of or in connection with a **Data Breach**; or
  - 2.2 any loss, damage, liability, claim, cost or expense of whatsoever nature incurred by the Insured to restore, recover or replace **Computer Systems** or **Electronic Data** that have been damaged, destroyed, deleted or corrupted as a result of a **Cyber Act** or **Cyber Incident** including, but not limited to, any ransom payment.

**Definitions**

3. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
4. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**5. Cyber Incident** means:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**6. Data Breach** means:

- (i) the theft, loss, access to, acquisition of, or unauthorized or unlawful use or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health information, biometric data or any other type of non-public information, involving access to, processing of, use of or operation of any **Computer System**; or
- (ii) the violation of any statute, regulation, common-law, or any other law regulating or protecting access to collection, use or disclosure of, or failure to protect any non-public confidential or personal information in the form of **Electronic Data**.

**7. Electronic Data** 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.

LMA5496

4 December 2020

**SERVICE OF SUIT CLAUSE (U.S.A.)**

**IN RESPECT OF SECTION (B)(1) ONLY**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of 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 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.

It is further agreed that service of process in such suit may be made upon

**Wilson, Elser, Moskowitz, Edelman & Dicker,  
150 East 42<sup>nd</sup> Street,  
New York, New York 10017-5639**

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

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

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors 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 behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

24/4/86

NMA1998

**ENDORSEMENT NO. 2**

**INSURED: Garden State Council - SHRM**

**Effective: 12 September 2021**

It is hereby understood and agreed that, with effect from : 12 September 2021

1. It is agreed by both the Insured and Underwriters that any dispute concerning this Policy shall be governed by the laws of the State of New Jersey.
2. It is hereby noted and agreed that wherever the words "Policy" or "Policies" appear in this document the words "Certificate" or "Certificates" shall be substituted therefor and read in lieu thereof as applicable.
3. It is hereby noted and agreed that wherever the words "Assured" or "Assureds" appear in this Certificate such words shall also be deemed to mean and read "Insured" or "Insureds" respectively.



**ENDORSEMENT NO. 3**

**INSURED: Garden State Council - SHRM**

**Effective: 12 September 2021**

***This Endorsement applies to the Sexual Misconduct Liability Insurance Policy***

*In consideration of the premium paid, it is agreed that the Policy is amended by adding the following:*

**EXCLUSIONS**

This Policy does not apply to any Claim alleging, arising out of, based upon or attributable to:

3. Any Sexual Misconduct that was known to any Senior Leader prior to the inception date set forth in Item 2 of the Declarations.
4. Any pending or prior civil, criminal, or governmental administrative and/or investigative proceeding, of any kind, involving any Insured, as of the inception date set forth in Item 2 of the Declarations.
5. Any Sexual Misconduct by a Known Perpetrator. This Exclusion 5 will not apply:
  - a) to any person for which 1) a report alleging Sexual Misconduct was made to a Senior Leader, and 2) such report was formally investigated by the Senior Leader, and 3) the investigation made a finding that the allegation of Sexual Misconduct that was reported had no basis in fact, and 4) such finding was contemporaneously documented in records maintained by any Insured in the ordinary course of business; or
  - b) to any Claim made and reported during this Policy Period if such Claim alleges Sexual Misconduct that occurred after the Continuity Date set forth in Item 5 of the Declaration and also occurred exclusively prior to the time a Senior Leader knew about and/or investigated the Known Perpetrator who is alleged in said Claim to have committed the Sexual Misconduct;
  - c) to any person whose status as a Known Perpetrator has been revoked as a result of the Known Perpetrator Reinstatement Endorsement to this Policy, if any.

**DEFINITIONS**

11. **"Senior Leader"** means the Trustee, Director, President, Chancellor, Headmaster, Provost, Dean, Chief Financial Officer, Chief Executive Officer, Chief Operational Officer, Risk Manager, Cardinal, Bishop, Head of the Religious Order sponsoring the Named Insured, other person holding an equivalent role in senior management or leadership (religious or otherwise), Attorney and / or duly constituted Committee or Board who, separately or together, are or were responsible for investigating and responding to reports of Sexual Misconduct at the time an incident, claim, demand, suit, action, of any kind, was made.
12. **"Known Perpetrator"** means any person who has had an incident, claim, demand, suit, or action, of any kind, arising out of or based upon that person's alleged Sexual Misconduct, where such incident, claim, demand, suit, or action was known to and/or investigated by a Senior Leader prior to the inception date set forth in Item 2 of the Declarations.

1284BMS00399C

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED**

**ENDORSEMENT NO. 4**

**INSURED: Garden State Council - SHRM**

**Effective: 12 September 2021**

**WAGE & HOUR CLAIMS OPTIONAL ENDORSEMENT  
TO PROVIDE COVERAGE FOR DEFENSE COSTS**

**IN RESPECT OF SECTION B(5) ONLY**

**NOTICE: THIS IS A CLAIMS MADE COVERAGE ENDORSEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, COVERAGE IS LIMITED TO LIABILITY FOR THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO UNDERWRITERS DURING THE POLICY PERIOD. PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS POLICY AND THIS ENDORSEMENT WITH YOUR INSURANCE AGENT, BROKER OR CONSULTANT.**

**NOTICE: PAYMENTS INCURRED FOR DEFENSE COSTS WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSS.**

In consideration of the premium paid it is hereby understood and agreed that the Policy is amended to provide DEFENSE COSTS COVERAGE FOR WAGE & HOUR CLAIMS, pursuant to the terms and conditions set forth below:

Subject to the Sub-Limit of Liability stated in the Declarations, the per-claim Deductible stated in DECLARATIONS, Item 4, and further subject to the INSURING AGREEMENTS, Section II., DEFENSE AND SETTLEMENT, Underwriters agree to defend any Claim arising out of, based upon or attributable to any alleged, in whole or in part, Claims designated in Exclusions, (p) as (i), (ii), (iii) and/or (iv), up to the Sub-Limit of Liability set forth in the Declarations.

In no event shall the Sub-Limit of Liability be applicable to the payment of Loss other than Defense Costs, as defined by the Policy at Definitions, 9. Defense Costs.

1284BMS00484.

**ENDORSEMENT NO. 5**

**INSURED: Garden State Council - SHRM**

**Effective: 12 September 2021**

**SCHEDULE OF ADDITIONAL NAMED INSUREDS**  
(For their respective rights and interests as they may appear)

Staffing Management of New Jersey  
Human Resources Association of Southern New Jersey  
Human Resources Management Association of Princeton  
Jersey Shore Association for Human Resources  
North Jersey Rockland SHRM  
SHRM of Central New Jersey, Inc.  
SHRM-Gateway Chapter, Inc.  
SHRM-Morris County Chapter, Inc.  
Southern Shore Human Resource Management Association of New Jersey  
Sussex/Warren HR Management Association  
Tri-State HR Management Association (NJ)

**ENDORSEMENT NO. 6**

**INSURED: Garden State Council - SHRM**

**Effective: 12 September 2021**

**PREMIUM PAYMENT CLAUSE**

The Insured undertakes that premium will be paid in full to Insurer(s) within 9 months of inception of this Policy.

If the premium due under this Policy has not been paid to Insurer(s) by the 9<sup>th</sup> month from the inception of this Policy Insurer(s) shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Insurer(s) on a pro-rata basis for the period that Insurer(s) are on risk but the full policy premium shall be payable to Insurer(s) in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Insurer(s) shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Slip Leader (and Agreement Parties if appropriate) is authorised to exercise rights under this clause on their own behalf and on behalf of all Insurer(s) participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through XIS, payment to Insurer(s) will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01  
LSW 3000 (Amended)

## SEVERAL LIABILITY CLAUSE

### **PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

07/03/08

LMA5096 (Combined Certificate)

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

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, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100

**SCHEDULE OF SECURITY DETAILS**

**SECTION B**

<b>Proportion %</b>	<b>Lloyd's Syndicate / Insurance Company</b>	
30.00	MS Amlin Underwriting Limited	AML 2001
23.00	Chaucer Syndicates Limited	CSL 1084
7.50	Axis Managing Agency Ltd	AXS 1686
5.00	S.A. Meacock & Company Limited	SAM 727
3.50	Argenta Syndicate Management Limited	ARG 2121
6.00	AEGIS errors and Omissions Consortium	4604-2020
	Lloyds Syndicate No. 1225 – AES – 87.50%	
	Lloyds Syndicate No. 3623 – AFB – 12.50%	
20.00	HDI Global Specialty SE	
5.00	Convex Insurance UK Limited	

In accordance with the authority granted under Binding Authority Reference:  
B1284 11222W21

**TOTAL LINE**

**100.000%**



All inquiries regarding this Certificate should be addressed to the below:

Waldorf Risk Solutions, LLC,  
P.O. Box 590,  
Huntington,  
New York 11743,  
United States of America.

Toll free: 1-800-275-9762  
Phone: 631-423-9500  
Fax: 631-424-3610  
Email: [info@waldorfinsurance.com](mailto:info@waldorfinsurance.com)

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One America Square, London EC3N 2LS  
Switchboard: +44 (0)20 7480 7288,  
[www.bmsgroup.com](http://www.bmsgroup.com)

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