



NAUSCH, HOGAN & MURRAY, INC.

77 WATER STREET, 8TH FLOOR
NEW YORK, N.Y. 10005
(212) 480-4200 • Fax: (212) 480-2920

May 17, 2019

Yonkers Public Schools
One Larkin Center
Yonkers, New York 10701
Attn: Ms. Bela Hershkowitz

Re: Yonkers Public Schools
Educators Legal Liability and Employment Practices Liability
Policy Period: July 1, 2019 – July 1, 2020

Dear Ms. Hershkowitz,

With respect to the upcoming renewal of Yonkers Public Schools' School Leaders' Educator's Management and Employment Practices Liability insurance, two attractive offers have been received; one from the incumbent, Greenwich Insurance Company (a member of XL Catlin Group of Companies, A, XV) and the other from National Union Fire Insurance Company of Pittsburgh, PA (AIG, A, XV).

Greenwich Insurance Company (a member of XL Catlin Group of Companies)

Greenwich Insurance Company has made this offer at a reduced cost of \$75,485. This represents an approximate 12.5% reduction from the expiring premium of \$86,280. As you know the expiring coverage is based on a \$5,000,000 limit for Each Claim and in the Aggregate.

Some coverage enhancements from last year's policy are:

- Increase the Act of School Violence Crisis Management Maximum Limit of Liability to \$1,000,000 (\$250,000 on the expiring)
- A manuscript endorsement will be added for Crisis Fund coverage with a \$25,000 Sublimit of Liability (if coverage is bound with Greenwich)
- Includes endorsement PGU 1138 Defense Only Reimbursement Coverage for Breach of Contract

Two notable limitations:

- Harassment/Bullying Sublimit is for defense expenses only
- Network Security Identity Theft Event is for defense expenses for notification to third parties or credit monitoring

Greenwich has also provided the following alternative lower limit options, all subject to the same retentions:

\$1,000,000 Each Claim and in the Aggregate for a cost of \$49,831
\$2,000,000 Each Claim and in the Aggregate for a cost of \$63,247
\$3,000,000 Each Claim and in the Aggregate for a cost of \$69,955
\$4,000,000 Each Claim and in the Aggregate for a cost of \$73,309

Greenwich Insurance Company is an Admitted Insurer.

INSURANCE BROKERS
REINSURANCE INTERMEDIARIES

NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO / SINGAPORE

National Union Fire Insurance Company of Pittsburgh, PA (AIG)

National Union Fire Insurance Company of Pittsburgh, PA (AIG) presented an indication with comparative terms to Greenwich Insurance Company at a competitive annual premium of \$75,212. There is an option to remove the Enhanced Assault Coverage which would reduce the premium to \$74,217. The AIG quote is subject to **receipt, review and acceptance** of: Completed signed and dated AIG Leaders Risk Protector Application for School Entities. Of course, the Underwriter reserves the right to modify or rescind this indication upon completing review of their forms. Forms and endorsements are available upon request.

With respect to the National Union Fire Insurance Company of Pittsburgh, PA (AIG) quote we would like to highlight the following:

AIG quote includes the Enhanced Assault Coverage Endorsement.

AIG does not have a Prior & Pending Litigation endorsement but rather a Continuity Date which will be scheduled on the Declaration Page as July 1, 2019. AIG references the Continuity Date in Exclusion (f) in the School Entity section, Exclusion (e) in the EPLI section.

- (f) alleging, arising out of, based upon or attributable to any **Wrongful Act** occurring prior to the **Continuity Date**, or any **Related Act** thereto (regardless of when such **Related Act** occurs), if, as of the **Continuity Date**, an **Insured** knew or could have reasonably foreseen that such **Wrongful Act** did or would result in a **Claim** against such **Insured**.
- (e) alleging, arising out of, based upon or attributable to any **Wrongful Act** occurring prior to the **Continuity Date**, or any **Related Act** thereto (regardless of when such **Related Act** occurs), if, as of the **Continuity Date**, an **Insured** knew or could have reasonably foreseen that such **Wrongful Act** did or would result in a **Claim** against such **Insured**.

We have been advised that the Continuity Date cannot be backdated to the Greenwich Prior & Pending Litigation date of June 9, 1999. The Underwriter advises that since the quote includes Full Prior Acts, coverage would apply as long as there is no knowledge of the claims prior to the Continuity Date.

If bound, AIG can/will include a manuscript endorsement to amend these exclusions to apply a Control group as opposed to the broader **Insured** definition referenced. Control Group would be defined as a set of specific Directors and Officers (Superintendent, Risk Manager, General Counsel, etc.) and the non-administrative personnel in their office for people with knowledge of a claim.

AIG's Security & Privacy is offering some third-party coverage and the Security Failure/Privacy Event Management is providing some first party coverage.

AIG is covering damages and defense expenses for the Bullying/Harassment.

Comparison of Coverage Features

The attached checklist is PGU/Greenwich's checklist showing what is included in their policy. In bold, below is AIG's response to the Greenwich outlined items:

- Defense in Addition to Limit Covers D&O, E&O and EPL – **included; see (b) Defense Costs in the Defense and Settlement sections of both School Entity and EPLI Coverage sections**

INSURANCE BROKERS • AVERAGE ADJUSTERS
REINSURANCE INTERMEDIARIES

- Covers Loss and Defense for Non-Monetary claims – **included; see definitions of (a) Claim and (c) Defense Costs in both sections**
- Modified Consent to Settle Clause with only 40% co-insurance requirement for insured – **included; see Defense and Settlement Provision Amendatory endorsement**
- Business Invitee (Third Party) Liability covering Harassment, Discrimination and Invasion of Privacy – **included; see definition (m) Third Party Violation in the EPLI coverage section**
- Broad definition of Loss including Back and Front Pay and Punitive Damages with a most favorable venue – **included; see definition (b) Damages in the EPLI coverage section**
- Broad definition of Wrongful Act including Personal Injury – **personal injury excluded from School Entity Coverage section**
- Broad definition of Claim including coverage for regulatory proceedings, arbitration hearings and EEOC hearings, subject to exclusions – **included; see definitions (a) Claim and (k) Suit in the EPLI coverage section**
- Severability of the Application for all individual insureds for all exclusions (not just personal profit and fraud exclusions) – **not included**
- 75-day free mini-tail – **our policy provides 60 days. See section 9. Discovery of the General T&C section**
- Bi-Lateral ERP options of 1, 2 and 3 years – **included; see Optional Discovery Period Amendatory Endorsement (Three Year Option)**
- Policy Non-Cancelable mid-term by carrier, except for non-payment of premium – **not included; restrictions added to carrier cancellation rights via the endorsement New York Amendatory – Cancellation/Nonrenewal**
- True Worldwide Coverage – **can add attached Territory Provision Amended Endorsement (no AP)**
- Sub-limit for Wage & Hour (FLSA) – **not included**
- Sub-limit for Crisis Management – **included; see Crisis Fund coverage section and Enhanced Assault Extension Endorsement for our Crisis Management related coverages. Crisis Fund and Enhanced are separate limits from the E&O/D&O/EPLI coverages and each other.**
- EPL Loss Prevention Hotline and EPL Risk Management website for employment law and HR support. – **included; see EPL Pak Premier Endorsement**

The National Union Fire Insurance Company of Pittsburgh, PA (AIG) terms are presented based upon the understanding that "All our employees are members of the unions. They are different bargaining units but everyone belongs There are Civil Service Union, Teachers Union and Administration Union."

Please note that the aforementioned quotes are based on defense expenses being paid outside the limit of liability. This means that you theoretically could have \$5,000,000 in defense expense costs with the limit of liability remaining intact.

With respect to alternate market interest, we advise the following:

Western World/Validus has indicated that they would offer \$5,000,000 limits which would carry \$100,000 self-insured retention for both Educators Errors and Omissions and Employment Practices Liability for a premium of roughly \$128,000.

INSURANCE BROKERS • AVERAGE ADJUSTERS
REINSURANCE INTERMEDIARIES

NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO

Ironshore provided a ballpark indication for the \$5,000,000 limits with \$250,000 retentions for a premium of \$250,000.

PRU/QBE advised that based upon a preliminary review of the account, their rough estimate puts them in the \$185,000 premium range subject to carrier approval.

RSUI advised that they would not be competitive. They are rating a \$5,000,000 Limit excess of \$175,000

With respect to London insurers we received the following responses:

AXA XLCatlin in London advises that they do not write Errors and Omissions for Public Schools.

Beazley does not write educators legal liability.

Amtrust advised that this falls outside their appetite.

Aegis, Atrium, Canopus and BRIT all declined to quote as well.

The premiums are very competitive; Greenwich \$74,986 plus \$499 market policy fee \$75,485 and National Union \$75,212 including the Enhanced Assault Coverage, with a separate limit from the policy limit. National Union provided the option to remove this endorsement to reduce the premium to \$74,217.

However, when considering the information presented above, it would seem the continuity of coverage, the inclusion of the Prior and Pending Litigation date of June 9, 1999 along with no pending subjectivities with Greenwich Insurance Company, outweigh the negligible premium savings.

As always, if you have any questions, concerns or comments please do not hesitate to contact us.

Thanks and Best Regards,


Doreen McLoughlin

dm/ms
Encl.

PROPOSAL OF INSURANCE

NAMED INSURED: Yonkers Public Schools

ADDRESS: One Larkin Center
Yonkers, New York 10701

COVERAGE: Educators Legal Liability & Employment Practices Liability
(Defense Expenses Outside the Limit of Liability)

SECURITY: Greenwich Insurance Company,
A member of XL Caitlin Group of Companies (A, XV)
Admitted Insurer

POLICY TERM: 1st July 2019 – 1st July 2020
12:01 A.M. Standard Time at the Mailing Address shown above

POLICY FORM : PGU ELL 2001 (04/2017)-CLAIMS MADE

RETROACTIVE DATE: None; Full Prior Acts

PRIOR & PENDING LITIGATION: June 9, 1999

LIMIT OF LIABILITY: Each Claim: \$5,000,000
Aggregate: \$5,000,000

DEFENSE REIMBURSEMENT PAYMENTS LIMIT OF LIABILITY: Each Claim: \$100,000
Aggregate: \$100,000

ENHANCEMENTS: Personal Injury (See Retentions Below)
Third Party Wrongful Acts (See Retentions Below)
Back Pay/Front Pay (See Retentions Below)
Non-Monetary Relief (See Retentions Below)
Loss of Earnings (See Retentions Below)
Act of School Violence Crisis Management (Sub-Limit \$250,000/\$250,000) (See Retentions Below)
Network Security-Identity Theft Event Coverage (Sub-Limit \$100,000/Retention \$500)

RETENTION EACH CLAIM INCLUDING LOSS ADJUSTMENT EXPENSES: \$100,000 each Educators Legal Liability Claim
\$100,000 each Employment Practices Liability Claim
\$ 35,000 each Defense Reimbursement Liability Payment

FORMS: (Other forms may apply) PGU ELL 2000 04 17 NY Educators Liability & Employment Practices Liability-Declarations
IL MP 9104 0314 GIC 03 14 In Witness
PGU 2002 04 17 Schedule of Policy Forms & Endorsements
PGU ELL 2001 04 17 Educators Errors and Omissions and EPL Insurance Policy
PGU ELL 1158 04 17 New York Amendatory Endorsement
PGU 1008 (ELL) 04 17 Amend Prior and Pending Litigation Exclusion
PGU ELL 1048 04 17 Act of School Violence Crisis Management Coverage
PGU 1052 (ELL) 04 17 Minimum Earned Premium
PGU 1087 04 17 Network Security-Identity Theft Coverage
PGU ELL 1120 04 17 Harassment/Bullying Coverage
PGU ELL 1133 04 17 Corporal Punishment Coverage

NAUSCH, HOGAN & MURRAY, INC.*Insurance Brokers •**Reinsurance Intermediaries*77 WATER STREET
NEW YORK, N.Y. 10005

(212) 480-4200 • FAX: (212) 480-2920

NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO

May 17, 2019

PGU 1137 04 17 Federal Immigration and Nationality Act Coverage
PGU 1138 (ELL) 04 17 Defense Only Reimbursement Coverage for Breach of Contract – **NEW**
MANU 10 07 17 Amend Definition of Insured
MANU 11 07 17 Terrorism Limit
MANU 92 07 18 New York Punitive Damages Amendatory Endorsement
PGU 1170 NY 04 07 New York Regulation 121 Addendum to Declaration and Application
PGU 1171 NY 04 07 New York Changes- Transfer of Duties When a Limit is Used Up
PN CW 01 09 15 Notice to Policyholders- Fraud Notice
PN CW 02 10 15 Notice to Policyholders- Privacy Policy
PN CW 05 09 14 Notice to Policyholders- U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

SUBJECTIVITY:

A written request is required to bind coverage
Backdating of coverage is not allowed
See attached Coverage Features attachment for additional information
Proposals contain a brief outline of coverages
Terms and conditions of the policy take precedence over any proposal
Minimum Earned Premium is the greater of \$1,500 or 25% of annual premium
Flat cancellation is not allowed after inception date
Fee is non-refundable

NOTES:

Active shooter liability insurance is also available.

PREMIUM:

USD \$75,485 (Includes Terrorism, Taxes and Fees)
25% Minimum Earned
No Flat Cancellation

NAUSCH, HOGAN & MURRAY, INC.

Insurance Brokers •

Reinsurance Intermediaries

77 WATER STREET

NEW YORK, N.Y. 10005

(212) 480-4200 • FAX: (212) 480-2920

NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO

ENDORSEMENT NO. _____

DEFENSE ONLY REIMBURSEMENT COVERAGE FOR BREACH OF CONTRACT

This Endorsement, effective at 12:01 a.m. on _____, forms part of

Policy No.:
Issued to:
Issued by:

In consideration of the premium charged, it is hereby agreed that:

Section D. **EXCLUSIONS** is amended to include:

We shall reimburse for Defense Expenses in connection with an **Insured's** liability under a contract or agreement \$ _____ in the aggregate, which amount shall be part of and not in addition to the Limit of Liability set forth in Item 3.(c). of the Declarations.

All other terms, conditions and limitations of this Policy shall remain unchanged.

(Authorized Representative)



LEADERS RISK PROTECTORSM APPLICATION

FOR SCHOOL ENTITIES

NOTICE: THIS POLICY CONTAINS ONE OR MORE COVERAGE SECTIONS. CERTAIN COVERAGE SECTIONS ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER AS REQUIRED BY THE TERMS OF THE POLICY. FOR CERTAIN COVERAGE SECTIONS, DEFENSE COSTS SHALL REDUCE THE LIMIT OF LIABILITY AND APPLICABLE SUBLIMITS OF LIABILITY AND ARE SUBJECT TO APPLICABLE RETENTIONS.

Applicant refers individually and collectively to each **Insured** proposed for this insurance. The completed information provided in this **Application** will be used to determine the **Insurance Sought**. **Insurance Sought** refers to the coverage part(s) providing coverage for the insurance coverage applied for by the **Applicant**. **Insurer** shall mean the insurer that issues the policy to the **Applicant** based on this **Application**. All other terms which appear in **Bold** type are used in this **Application** with the same respective meanings as they have in the Leaders Risk Protector Policy.

Notices: In underwriting the **Applicant's** submission for coverage, the **Insurer** will rely upon the accuracy and completeness of the statements, warranties and representations contained in this form. Such statements, warranties and representations will be a basis for any policy that results and deemed incorporated into that resulting policy. If a policy results, it will provide coverage as provided in such policy for **Third Party Events** and **First Party Events** reported in accordance with the terms of such policy. Please consider this application carefully and review it with your insurance agent or broker.

Please complete the **General Information**, **Insurance and Loss History**, and **Financial Information** sections below. The additional sections of this **Application** which are required will be determined by the **Applicant's** responses to the Desired Coverage question within the Insurance section. If available please also provide the following:

1. Sample standard contracts and agreements (with customers and independent contractors).
2. Most recent annual financial statements (if these are not publicly available).
3. Copies of any By-Laws or Charters (if applicable)
4. Loss runs for the past five (5) years and information regarding any historical loss that would have exceeded the requested retention.
5. If more space is required to fully answer any question(s), please include a separate sheet(s).

GENERAL INFORMATION:

Full Legal Name of **Applicant**:

Mailing Address:

Telephone:

Applicant's Web Page(s):

State of Incorporation/Domicile:

INSURANCE AND LOSS HISTORY:

Desired Coverage:

Check each of the coverage(s) that the **Applicant** is seeking pursuant to this **Application**.

School Entity Errors and Omissions

Employment Practices Liability

Security & Privacy Coverage

Event Management

Crisis Fund

Please indicate the inception date, aggregate limits, and **Retention** requested. NOTE: A MINIMUM **RETENTION FOR EMPLOYMENT PRACTICES VIOLATION WRONGFUL ACTS, AND IEP HEARINGS MAY APPLY.**

Requested Inception Date

Requested Aggregate Limit

Requested Retention

	\$	\$
--	----	----

Current Insurance:

Please indicate which of the insurance policies noted below the Applicant has purchased during the previous 12 months.

Coverage	Insurer	Expiration Date	Limits	Retention/Deductible	Premium
Errors and Omissions					
School Leaders Liability					
Non Profit D&O					
Employment Practices Liability					
Cyber Liability (Security & Privacy)					
General Liability					

Has any similar Errors and Omissions, School Leaders, Non Profit D&O, Employment Practices Liability, or Cyber Liability insurance ever been declined, cancelled, or non-renewed (MISSOURI APPLICANTS NEED NOT REPLY)?

Yes No

If "Yes," please attach explanation.

List all Errors and Omissions, School Leaders, Non Profit D&O, Employment Practices Liability, and Cyber Liability claims made against the Applicant or any other proposed Insured(s) during the past five (5) years.

Check here if no Claims made during the past five (5) years.

Date of Claim	Claimant	Nature of Claim	Defense Costs	Indemnity Amount	Reserve, if Open	Current Status

Does any prospective Insured have knowledge or information of any act, error or omission which might reasonably be expected to give rise to a Claim made against the Insured or the Applicant?

Yes No

If "Yes," please attach explanation.

FINANCIAL INFORMATION:

Financial Summary:

PLEASE ATTACH A COPY OF YOUR MOST RECENT COMPREHENSIVE ANNUAL FINANCIAL REPORT

Figures shown below are to include the totals from the Applicant and all component units (if applicable) as indicated in the General Information Section.

1. For The Projected Fiscal Year Ended: ____/____/____

	Prior Year:	Current Year:	Projected:
Total Revenue	\$	\$	\$
Total Expenditures	\$	\$	\$
Surplus/Deficit	\$	\$	\$

2. Total accumulated surplus/deficit:

\$ _____

If a deficit exists, what steps are being taken to eliminate it: _____

3. Does the Applicant anticipate any special projects which will result in a budget increase or decrease in the next 3 years?

Yes No

If "Yes," provide details: _____

4. Total Amount of **Applicant's** bond authority: \$ _____

5. Total Amount of outstanding bonds: \$ _____

6. Latest Moody's, Standard and Poor's and/or Fitch's bond rating (Check all applicable rating agencies):

Moody's _____ Standard and Poor's _____ Fitch _____

7. If the Bonds are not rated, please explain: _____

8. Has the **Applicant** been in default on the principal or interest of any bond?

Yes No

If "Yes," provide details: _____

SCHOOL ENTITY INFORMATION:

Please complete this section if the Applicant is applying for School Entity Errors and Omissions and/or School Entity Employment Practices Coverage

1. Type of School Entity (Check all that apply):

Elementary/Primary School	<input type="checkbox"/>
Middle/Junior High School	<input type="checkbox"/>
High School/Secondary School	<input type="checkbox"/>
Vocational/Technical School	<input type="checkbox"/>
Charter School	<input type="checkbox"/>
Special Education Facility	<input type="checkbox"/>
Junior/Community College	<input type="checkbox"/>
Four (4) Year College/University	<input type="checkbox"/>
Graduate School	<input type="checkbox"/>

2. Applicant's Contact/Risk Manager:

Name: _____ e-mail: _____

3. Year Named Applicant was created: _____

4. Is the Applicant a:

Public Institution? Private Institution?

5. Is the Applicant a for-profit entity?

Yes No

6. Is the Applicant a boarding school or does it have dormitories?

Yes No

If "Yes," what percentage of the total student enrollment resides in the facilities? _____ %

7. If the Applicant is a college, is it a 2 or 4 year college?

2 yr. 4yr. N/A

8. Is the Applicant accredited?

Yes No

If "Yes," provide the name of the accreditation association: _____

Date of Last Accreditation: _____

9. Please indicate your prior, current, and projected Student Enrollment:

	Prior School Year	Current School Year	Projected School Year
Full Time			
Part Time			

Pre-School/Nursery School			
Daycare			
Total			

10. If the **Applicant** is a college, please provide Total Full-Time Equivalents: _____ N/A

11. If the enrollment includes pre-school, nursery school and daycare children, what is/are the age range(s)? _____
N/A

SCHOOL ENTITY ERRORS AND OMISSIONS

Complete this section if the **Applicant** is applying for School Entity Errors and Omissions Coverage

SPECIAL EDUCATION

- Does the **Applicant** have Special Education Programs and/or Facilities for the developmentally, mentally, emotionally or physically disabled?
Yes No
If "Yes," describe where and/or who manages these programs/facilities: _____
- How often are the students evaluated for:
Placement? _____
Adjustment to an **Individual Education Plan** ("IEP") based on progress? _____
Mainstreaming? _____
- How often over the course of a school year has the **Applicant** conducted a Due Process Hearing regarding an IEP ("IEP Hearing")? _____
- Have any decisions of any IEP Hearing officer been appealed in the past twelve (12) months?
Yes No
If "Yes," how many were appealed? _____
Of these, how many were overturned? _____
- Whom does the **Applicant** utilize for the initial IEP Hearings?
a) Whom does the **Applicant** utilize for the appeals process?
In House Outside Counsel
In House Outside Counsel
- How many or what percentage of the **Applicant's** total student enrollment currently participates in a Special Education Program? _____

OPERATIONS:

- Has the **Applicant** established guidelines related to:
 - Procedures for dismissal of students?
Yes No
If "Yes," are these guidelines in writing?
Yes No
 - Reporting and investigating allegations of sexual harassment brought by students?
Yes No
If "Yes," are these guidelines in writing?
Yes No

2. Does the **Applicant** conduct seminars on preventing or identifying sexual harassment and/or instruction on the procedures to be used to report incidences of sexual harassment?

Yes No

a) Are these seminars conducted on a regular basis? Yes No

b) When was the last seminar conducted? / /

c) Is attendance mandatory for all **Employees**? Yes No

d) Are seminars conducted for students? Yes No

3. Has the **Applicant** established Anti-Bullying Policies/Guidelines? Yes No

If "Yes,":

a) Are these Policies/Guidelines in writing? Yes No

b) Please describe and/or attach a copy: _____

4. Are background checks conducted on all potential **Employees**? Yes No

a) Is an offer for employment contingent upon such checks?

Yes No

b) Are background checks conducted on current **Employees**?

Yes No

c) Are background checks conducted by the **Applicant's Employees**?

Yes No

If "No," who conducts this service? _____

5. Has the **Applicant** established guidelines for reporting any instance of suspected child abuse to the proper authorities?

Yes No

a) Are these guidelines in writing? Yes No

OUTSIDE ENTITY/CONTRACTOR INFORMATION:

1. Is the **Applicant** affiliated with any other entity? Yes No

a) Will the **Applicant** be adding any entity(ies) as additional **Insureds**? Yes No

If "Yes," please list the name of the entity(ies), the nature of its operations and the relationship between the **Applicant** and the other entity(ies): _____

2. Does the **Applicant** provide any services to outside entity(ies)? Yes No

If "Yes," please list the name of the entity(ies), the nature of the services and the relationship between the **Applicant** and the other entity(ies): _____

3. *For which of the following services does the **Applicant** use outside/independent contractors: (Check all that apply)*

Service Provided

a) Accounting/Financial	Yes <input type="checkbox"/> No <input type="checkbox"/>
b) Administrative	Yes <input type="checkbox"/> No <input type="checkbox"/>
c) Consultants	Yes <input type="checkbox"/> No <input type="checkbox"/>
d) Custodial	Yes <input type="checkbox"/> No <input type="checkbox"/>
e) Food	Yes <input type="checkbox"/> No <input type="checkbox"/>
f) Legal	Yes <input type="checkbox"/> No <input type="checkbox"/>
g) Medical	Yes <input type="checkbox"/> No <input type="checkbox"/>
h) Other Educational	Yes <input type="checkbox"/> No <input type="checkbox"/>
i) Transportation	Yes <input type="checkbox"/> No <input type="checkbox"/>

4. Does the **Applicant** require all sub-contractors or independent consultants to carry liability insurance? Yes No
 a) Does the **Applicant** request to be added as an additional insured to such liability insurance? Yes No

5. Do any of the **Applicant's** directors, trustees or governors sit on an outside board of directors at the specific request of the **Applicant**?
 Yes No

SCHOOL ENTITY EMPLOYMENT PRACTICES LIABILITY:

Complete this section if the **Applicant** is applying for School Entity Errors and Omissions Coverage

1. Total number of employees _____

<u>Type of employee</u>		California	DC, Florida, Michigan, Texas	USA (other than CA, DC, FL, MI and TX)	Foreign (including Canada)	Total
Full-Time (include all full time salaried and non-salaried employees whether faculty/instructors, student teachers, student interns; administrative personnel such as principals, deans, provosts, etc.; elected or appointed board members or trustees, etc.; other non-instructional employees, staff, seasonal workers)	Non-Union					
	Union					
Part-Time (include all part time salaried and non-salaried employees whether faculty/instructors, student teachers, student interns; other non-instructional employees, staff, seasonal workers):	Non-Union					
	Union					
Volunteers:	Non-Union					
	Union					
Independent Contractors, Leased or Contracted employees the Applicant is required by contract to indemnify in the same manner as an Employee :	Non-Union					
	Union					
Total:						

2. Does the **Applicant** have a Human Resources Department? Yes No

a) If "Yes," provide the number of **Employees** in the Human Resources Department: _____

b) If "No," explain how this function is handled: _____

3. Does the **Applicant** have a written human resources manual? Yes No

Yes No

If "Yes," does the manual address:

a) Legally prohibited discrimination?

Yes No

b) Sexual and non-sexual harassment?

Yes No

c) **Employee** discrimination actions?

Yes No

d) Terminations and layoffs?

Yes No

<p>e) Written Employee appraisals/reviews? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "No," please explain what guidelines are followed: _____</p>	
<p>4. Has the Applicant established guidelines related to procedures for suspension, dismissal, or non-renewal of employment contracts of:</p> <p>a) Instructors and supervisory personnel? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Are these guidelines in writing? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b) Non-professional Employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Are these guidelines in writing? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>5. Is a uniform contract for instructors used? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>a) If "Yes," are all "in force" contracts the same? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b) If "No," explain the differences: _____</p>	
<p>6. Has the Applicant adopted a pay scale for personnel providing for remuneration without regard to age, sex, race or creed? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
<p>7. Does the Applicant anticipate any reduction in staff in the next twelve (12) months? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "Yes," explain: _____</p> <p>a) Has the Applicant had any reduction in staff in the last twelve (12) months? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "Yes," explain: _____</p>	
<p>8. Has any Employee of the Applicant been suspended, demoted, dismissed, transferred or had a contract of employment non-renewed within the last twelve (12) months? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "Yes," explain: _____</p>	
<p>9. How many Employees have resigned, been terminated (with or without cause) or retired:</p> <p>a) In the last twelve (12) months? _____</p> <p>b) In the last twenty-four (24) months? _____</p>	
<p>10. Has any person, former Employee or job applicant alleged unfair or improper treatment regarding employee hiring, non-remuneration, advancement or termination of employment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If "Yes," explain: _____</p>	
<p>11. <u>Does the Applicant:</u></p>	
a) Use an employment application for all of its applicants for hire?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b) Use any tests to screen applicants for employment or to promote Employees ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c) Have a formal orientation program for all new Employees ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
d) Publish an employment handbook? If "Yes," is it either distributed to all Employees or maintained on an Intranet/Internet location?	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
e) Provide regular, written performance evaluations for all Employees ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
f) Have a formally implemented and adopted anti-sexual harassment and anti-discrimination policy? If "Yes," is it distributed annually to all workers?	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
g) Have a written procedure for handling Employee complaints of discrimination and sexual harassment?	Yes <input type="checkbox"/> No <input type="checkbox"/>

h) Provide mandatory training for all managers on anti-sexual harassment and anti-discrimination policies?	Yes <input type="checkbox"/> No <input type="checkbox"/>
i) Have a policy on AIDS or on assisting Employees with life-threatening or communicable diseases?	Yes <input type="checkbox"/> No <input type="checkbox"/>
j) Have a policy accommodating the disabled as required by the Americans with Disabilities Act and related laws?	Yes <input type="checkbox"/> No <input type="checkbox"/>
k) Comply with the Family Medical Leave Act?	Yes <input type="checkbox"/> No <input type="checkbox"/>
12. Does the Applicant require terminations to be reviewed by its:	
Human Resources department?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Legal department?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Outside counsel?	Yes <input type="checkbox"/> No <input type="checkbox"/>
13. Does the Applicant have a formal out-placement program which assists terminated or laid off Employees in finding other jobs?	
	Yes <input type="checkbox"/> No <input type="checkbox"/>
14. Does the Applicant conduct exit interviews?	
	Yes <input type="checkbox"/> No <input type="checkbox"/>

SECURITY & PRIVACY CONTROLS AND PROCEDURES:

Complete this section only if the **Applicant** is applying for Security and Privacy Liability, and/or Event Management Coverage.

1. Does the **Applicant** maintain any **Confidential Information** under their care, custody, and control or with a legally responsible **Information Holder**?

Yes No

If 'Yes' please check all of the forms of **Confidential Information** maintained in either digital or hard copy form:

Forms of Confidential Information	Maintained
Confidential Personal Information	<input type="checkbox"/>
Credit Card Information	<input type="checkbox"/>
Customer Contact Information	<input type="checkbox"/>
Healthcare Information	<input type="checkbox"/>
Intellectual Property Assets	<input type="checkbox"/>
Money/Securities Information	<input type="checkbox"/>
Trade secrets	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>

2. Does the **Applicant** outsource any part of their network, computer system, or information security functions?

Yes No

If "Yes," check all that apply below and indicate the name of the vendor providing the service:

Data Center Hosting: _____

Managed Security: _____

Data Processing: _____

Alert Log Monitoring: _____

Application Service Provider: _____

Intrusion Detection: _____

3. Does the **Applicant** have a process to manage access to **Confidential Information** including timely account termination?

Yes No

4. Do the **Applicant's** external computer systems (including commercial websites and mobile devices) use firewall and intrusion prevention systems?

Yes No

5. Does the **Applicant** have physical security controls in place to prohibit and track unauthorized access to the **Applicant's** computer systems and data centers?

<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>6. Does the Applicant maintain current versions of preventative software addressing threats from malicious code (including, but not limited to, viruses, trojans/worms, spyware, malware and root-kits)?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>7. Does the Applicant have a proactive vulnerability assessment program that monitors for breaches and ensures timely updates of anti-virus signatures and critical security patches?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>8. Does the Applicant have encryption tools to enhance the integrity and confidentiality of Confidential Information?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," in which scenarios is data encrypted (check all that apply)?</p> <input type="checkbox"/> Data At Rest <input type="checkbox"/> Data in Transit <input type="checkbox"/> Data Transferred To Removable Media (CDs, Backup Tapes, USB Devices etc)
<p>9. Does the Applicant process, store, or handle credit card transactions?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes,":</p> <p>Is the Applicant compliant with Payment Card Industry Data Security Standards (PCI DSS)?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Please indicate the required level of compliance:</p> <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
<p>Is the Applicant in compliance with the credit card number truncation provisions of the Fair And Accurate Credit Transaction Act (FACTA)?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>10. Do the Applicant's externally facing systems (e.g., websites) provide access to, or incorporate, Sensitive Data?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," are vulnerability tests performed on all these applications?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Please identify the type of evaluation, and whether the Applicant was found to be in compliance:</p>
<p>11. Does the Applicant continually review and implement policies and procedures to ensure compliance with any specific privacy requirements that govern their industr(y/ies)?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<p>If "Yes," is the Applicant currently compliant with all applicable requirements? If not please provide further details and indicated when compliance is expected to be achieved:</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>12. Does the Applicant's privacy policy allow for the sharing of Confidential Information with third parties?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," does the Applicant have agreements with these vendors or other third parties which requires the other party to defend and indemnify the Applicant for legal liability arising out of the third party's loss, release, or disclosure of this information?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>13. Does the Applicant require all vendors to whom data processing or hosting functions are outsourced (e.g., data backup, application service providers, etc.) to demonstrate adequate security of their computer systems?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," please indicate method of verification:</p> <input type="checkbox"/> Vendor must supply SAS 70 or CICA Section 5970 <input type="checkbox"/> Vendor shared assessments (BITS)
<input type="checkbox"/> Security is assessed by internal staff <input type="checkbox"/> Other (Describe): _____

14. Does the **Applicant** have a Business Continuity and Disaster Recovery plan?

Yes No

If "Yes," how long does it take the **Applicant** to restore operations after a computer attack or other loss/corruption of data?

8 hours or less 9 hours to 12 hours 13 hours to 24 hours more than 24 hours

15. Does the **Applicant** have a documented network security incident response plan?

Yes No

Does the **Applicant's** incident response plan include alternative options should a critical third-party outsourcing provider's operations become incapacitated?

Yes No N/A

16. Does the **Applicant** maintain a comprehensive Information Security and Privacy Policy that is updated and enforced on a continual basis?

Yes No

If "Yes," has it been reviewed by an attorney?

Yes No N/A

If no Information Security and Privacy Policy is in place, please identify if the **Applicant** plans to develop such policies:

17. Does the **Applicant** have a designated security officer or equivalent (CSO, CISO)?

Yes No

If "No," what role within the organization is responsible for the management of, and compliance with, the **Applicant's** Security Policies?

Does the **Applicant** employ a chief privacy officer or an equivalent?

Yes No

If "No," what role within the organization is responsible for the management of, and compliance with, the **Applicant's** Privacy Policies?

18. Does the **Applicant** have a backup and restore methodology for Sensitive Data?

Yes No

If "Yes" does the **Applicant** secure such data at an off-site storage location?

Yes No

19. Does the **Applicant** have and enforce a document retention and destruction policy?

Yes No

20. Does the **Applicant** provide awareness training to employees on data privacy and security issues including legal liabilities, and threats such as social engineering (e.g., phishing), spam, dumpster diving, etc.?

Yes No

If "Yes," please describe the method and frequency of training:

Are employees trained on their personal liability and any potential ramifications if they aid, abet, or participate in a data breach incident involving the **Applicant**?

Yes No N/A

21. Does the **Applicant's** hiring process include the following? (please check all that apply)

	<u>All Employees</u>	<u>Some Employees*</u>	<u>All Independent Contractors</u>	<u>Not Required</u>
Criminal Convictions:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Educational Background:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Credit Check:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drug Testing:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work History:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Do not complete Question 22 if this is a renewal application.

22. During the past three (3) years, has the **Applicant** experienced any occurrences, Claims or losses related to a failure of security of the **Applicant's** computer system or has anyone filed suit or made a **Claim** against the **Applicant** with regard to invasion or interference with rights of privacy,

wrongful disclosure of **Confidential Information**, or does the **Applicant** have knowledge of a situation or circumstance which might otherwise result in a **Claim** against the **Applicant** with regard to issues related to the **Insurance Sought**?

Yes No

If "Yes," explain:

IMPORTANT

- ✓ The undersigned authorized officer of the **Applicant** declares that the statements set forth herein are true, and agrees that if the information supplied on this **Application** changes between the date of this **Application** and the effective date of the insurance, the **Applicant** will, in order for the information to be accurate on the effective date of the insurance, immediately notify the **Insurer** of such changes, and the **Insurer** may withdraw or modify any outstanding quotations and/or authorizations or agreements to bind the insurance.
- ✓ Signing of this Application does not bind the **Applicant** or the **Insurer** to complete the insurance, but it is agreed that this **Application** shall be the basis of the contract should a policy be issued, and it will be attached to and become part of the policy.
- ✓ All written statements and materials furnished to the Insurer by or on behalf of the **Applicant** in conjunction with this **Application** are incorporated by reference into this **Application** and made a part of it.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES

STATE FRAUD DISCLOSURES:

NOTICE TO ALABAMA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

NOTICE TO ARKANSAS, NEW MEXICO AND WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

NOTICE TO KANSAS APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARED WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIAL FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

NOTICE TO KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

NOTICE TO LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NOTICE TO MINNESOTA APPLICANTS: A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME.

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365:15-1-10, 36 §3613.1).

NOTICE TO OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, MAY BE GUILTY OF A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

The undersigned is a duly authorized representative of the **Applicant** and hereby acknowledges that reasonable inquiry has been made to obtain the answers herein which are true, correct, and complete to his/her best knowledge and belief.

The undersigned authorized officer of the **Applicant** hereby acknowledges that he/she is aware that for certain coverage sections, the Limit of Liability contained in this policy shall be reduced, and may be completely exhausted, by the costs of legal defense and, in such event, the **Insurer** shall not be liable for the costs of legal defense or for the amount of any judgment or settlement to the extent that such exceeds the Limit of Liability of this policy.

The undersigned authorized officer of the **Applicant** hereby further acknowledges that he/she is aware that legal defense costs that are incurred shall be applied against the retention amount.

Signed _____
(Duly authorized representative, by and on behalf of the **Applicant**)

Date _____

Title _____
(Must be signed by an authorized officer)

Organization: _____
(Organization's seal)

Attest _____
(Duly authorized representative, by and on behalf of the **Applicant**)

Producer _____
License Number _____
Address _____



**Professional
Governmental
Underwriters, Inc.**
The Authority.

9020 Stony Point Parkway
Suite 455
Richmond, VA 23235
800-586-6502
www.pgui.com

Educators Legal Liability and Employment Practices Liability

Coverage Features	We welcome a comparison!	
	PGU - The Authority	The Others
Defense in Addition to Limit	X	
Covers D&O, E&O and EPL	x	
Covers Loss and Defense for Non-Monetary claims	x	
Modified Consent to Settle Clause with only 40% co-insurance requirement for insured	X	
Business Invitee (Third Party) Liability covering Harrassment, Discrimination and Invasion of Privacy	x	
Broad definition of Loss including Back and Front Pay and Punitive Damages with a most favorable venue	x	
Broad definition of Wrongful Act including Personal Injury	x	
Broad definition of Claim including coverage for regulatory proceedings, arbitration hearings and EEOC hearings, subject to exclusions	x	
Severability of the Application for all individual insureds for all exclusions (not just personal profit and fraud exclusions)	x	
75-day free mini-tail	x	
Bi-Lateral ERP options of 1, 2 and 3 years	x	
Policy Non-Cancelable mid-term by carrier, except for non-payment of premium	x	
True Worldwide Coverage	x	
Sub-limit for Wage & Hour (FLSA)	Optional	
Sub-limit for Crisis Management	Optional	
EPL Loss Prevention Hotline and EPL Risk Management website for employment law and HR support.	x	

This document is intended to summarize key coverage features generally available. It does not summarize your quotation / indication. Please review the entire quotation / indication and policy form and endorsements for specific details.

ENDORSEMENT NO. _____

ACT OF SCHOOL VIOLENCE CRISIS MANAGEMENT COVERAGE

This Endorsement, effective at 12:01 a.m. on 07/01/2018 , forms part of

Policy No.:
 Issued to:
 Issued by:

In consideration of the premium charged, it is hereby agreed that:

I. The following is added to Section **A. INSURING AGREEMENTS**:

5. Act of School Violence Crisis Management

We will pay on behalf of the **Named Insured** those **Crisis Management Expenses** incurred in response to any **Act of School Violence** first taking place during the **Policy Period** and reported to **Us** in accordance with Item VIII. of this Endorsement, subject to the applicable Limits of Liability set forth in Item 3(f) of the Declarations.

II. Item 3. of the Declarations, Limits of Liability, is amended by the addition of the following:

(f) Act of School Violence Crisis Management Limits of Liability

(1) \$ 250,000 **Company's** maximum Limit of Liability for all **Crisis Management Expenses** from each **Act of School Violence** under **INSURING AGREEMENT A.5.**

(2) \$ 250,000 **Company's** maximum Limit of Liability for all **Crisis Management Expenses** from all **Acts of School Violence** under **INSURING AGREEMENT A.5.**

III. Item 4. of the Declarations, Retentions, is amended by the addition of the following:

(d) \$ 100,000 all **Acts of School Violence** in the aggregate under **INSURING AGREEMENT A.5.**

IV. The amount set forth in Item 3.(f)(1) of the Declarations is the most **We** will pay for all **Crisis Management Expenses** from each **Act of School Violence**. The amount set forth in Item 3.(f)(2) of the Declarations is the most **We** will pay for all **Crisis Management Expenses** from all **Acts of School Violence**.

V. Solely with respect to the coverage provided pursuant to this Endorsement, the following definitions shall apply:

Act of School Violence means:

a. Any violent act of a criminal nature taking place on the **Named Insured's Premises** which causes **Bodily Injury** to a **Victim**; or

- b. A credible threat communicated to the **Named Insured** of a violent act of a criminal nature taking place on **Your Premises** which **You** reasonably believe may imminently cause **Bodily Injury** to a **Victim**; in response to which the **Named Insured**:
- (1) reasonably determines it is necessary to suspend all classes for one or more days or lock down all or a substantial part of **Your Premises**;
 - (2) implements its **Emergency Response Plan**; and
 - (3) contacts federal, state or local police authorities for assistance.

Acts of School Violence involving a sequence or series of related violent acts or threats will be deemed to have taken place at the time the first of such acts began or the threat occurred and shall be considered one Act of School Violence, regardless of the number of **Victims** or perpetrators.

Bodily Injury means bodily injury, sickness or disability sustained by a **Victim**, including death resulting from any of these at any time.

Crisis Management Expenses means **Public Relations Expenses, Insured's Travel/Printing Expenses, Extraordinary Family Travel Expenses** and **Post-Violence Avoidance Expenses**; provided, however, that **Crisis Management Expenses** shall not include:

- (1) The **Named Insured's** overhead expenses or any salaries, wages, fees or benefits of **Employees**; or
- (2) The cost of medical, psychiatric or counseling services, even if provided by a **Crisis Management Firm**.

Crisis Management Firm means any public relations firm, crisis management firm or law firm hired or appointed by the **Named Insured** to perform Crisis Management Services in connection with **Acts of School Violence**.

Emergency Response Plan means the formal written school safety and crisis response manual that details the **Named Insured's** policies and procedures in the event of an **Act of School Violence**.

Extraordinary Family Travel Expenses means the reasonable and necessary expenses incurred by any natural or adoptive parent, legal guardian, spouse, or child of a **Victim** within thirty (30) days after such **Act of School Violence** took place to travel to the location where the **Act of School Violence** took place, so long as the **Act of School Violence** took place on an official trip sponsored by the **Named Insured**. For the purpose of this definition, coach air transportation or ground transportation and standard class hotel accommodations shall be deemed reasonable expenses.

Insured's Travel/Printing Expenses means the reasonable and necessary expenses incurred by the **Named Insured** in response to an **Act of School Violence** within one hundred (120) days after such **Act of School Violence** took place for printing, advertising, mailing materials, or travel by any **Insured** or the **Crisis Management Firm** in connection with such **Act of School Violence**.

Named Insured's Premises means the following, if located at the time of the **Act of School Violence** in the continental United States:

- a. Any building, facility or other real property including adjoining ways, which **You** own, rent or lease and is used by the **Named Insured** at the time of the **Act of School Violence** to conduct education, including administration, maintenance and recreational facilities, or for school authorized after-school or extracurricular activities for the **Named Insured's** students;
- b. Any other location, but solely if being visited at the time of the **Act of School Violence** by the **Named Insured's** students or **Employees** on an official trip sponsored by the **Named Insured**;
- c. Any other location, but solely if being used at the time of the **Act of School Violence** for a special event sponsored by a Parent Teacher Organization, Association or Council affiliated with the **Named Insured**; and
- d. Any school bus or other vehicle that the **Named Insured** owns or leases pursuant to a written contract, but solely if being used at the time of the **Act of School Violence** in the transportation of the **Named Insured's** students;

provided, however, the **Named Insured's Premises** does not include: (i) any building, facility, or other real property owned, rented or leased by, or under the management and direction of any individual or entity other than the **Named Insured**; (ii) any location for an event independently organized by students; or (iii) any other vehicle.

Post-Violence Avoidance Expenses means the reasonable costs incurred by the **Named Insured** within sixty (60) days after the **Act of School Violence** took place to purchase equipment or make property improvements that are not covered by other insurance and that relate directly to the security of the **Named Insured's** school and may assist in prevention or mitigation of future **Acts of School Violence**.

Public Relations Expenses means the reasonable and necessary fees and expenses incurred by the **Named Insured** in response to an **Act of School Violence** within one hundred twenty (120) days after such **Act of School Violence** took place for services performed by a **Crisis Management Firm** to minimize potential harm to the name or reputation of the **Named Insured** arising from such **Act of School Violence**, including but not limited to maintaining and restoring public confidence in the **Named Insured** and providing advice to the **Insureds**; provided, however, **Public Relations Expenses** do not include **Post-Violence Avoidance Expenses**, **Insured's Travel/Printing Expenses** or any fees or expenses related to civil or criminal investigations, proceedings or litigation.

Victim means:

- a. Any student of the **Named Insured**, including a student attending **Your** school as part of a school sponsored exchange program;
- b. Any **Business Invitee**, including any parent or legal guardian of a student of the **Named Insured** or any person visiting the **Your Premises** for purposes related to students' education; or

c. Any **Employee**;

provided, however, Victim does not include any independent contractors or subcontracted personnel working on the **Named Insured's Premises** or any person who has or is alleged to have made any attempt at, or knowingly participated in, or encouraged any **Act of School Violence**.

VI. Solely with respect to the coverage provided pursuant to this Endorsement, Section F. **CONDITIONS**, Item 2. **Cooperation**, is amended by the deletion of the words: "In the event of a **Claim**."

VII. **We** shall not pay any **Crisis Management Costs** from any **Act of School Violence** based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any war, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution.

VIII. As a condition precedent to coverage under this Endorsement, **You** must notify **Us** in writing as soon as practicable during the **Policy Period**, but in no event more than ten (10) days after such **Act of School Violence** first took place. The written notice to **Us** must be as complete as possible, stating how, when, and where such **Act of School Violence** took place and the **Bodily Injury** or damage arising therefrom and providing a complete and detailed summary of the **Crisis Management Expenses** incurred or expected to be incurred.

To be eligible for coverage, **Crisis Management Expenses** must be submitted **Us** no later than ninety (90) days after such **Crisis Management Expenses** are incurred.

IX. **We** will be permitted, but not obligated, to inspect **Your** property and operations and to review the **Emergency Response Plan** at any time, upon reasonable notice. Neither the Company's right to make such inspection or review nor the making of any such inspection or review shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property and operations are safe or that the **Emergency Response Plan** is adequate, effective or legal.

All other terms, conditions and limitations of this Policy shall remain unchanged.



(Authorized Representative)

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

Product Name:

ENHANCED ASSAULT EXTENSION ENDORSEMENT

This endorsement modifies the School Entity Coverage Section.

In consideration of the additional premium charged of \$XXX, the **School Entity Coverage Section** is amended as follows:

The terms, conditions and exclusions contained in this endorsement shall apply only to the coverage afforded by this endorsement.

I. ASSAULT INSURING AGREEMENT

- 1. Clause 1.INSURING AGREEMENTS of the **School Entity Coverage Section** is amended to include the following at the end thereof:

COVERAGE D. ASSAULT COVERAGE

This **School Entity Coverage Section** shall pay **Loss** arising from the **Assault** of an **Individual Insured**, subject to the **Additional Aggregate Limit of Liability for Assault**.

II. ADDITIONAL AGGREGATE LIMIT OF LIABILITY FOR ASSAULT

- 1. In Item 6. "**COVERAGE SUMMARY**" of the Declarations, the section applicable to the **Sublimit of Liability** for the **School Entity Coverage Section** is amended to include the following at the end thereof:

Additional Aggregate Limit of Liability for Assault:	\$1,000,000
<input checked="" type="checkbox"/> Assault Off Premises Sublimit of Liability:	\$250,000
<input checked="" type="checkbox"/> Expenses Sublimit of Liability:	\$500,000
<input checked="" type="checkbox"/> Defense Costs , including judgment and settlement costs Sublimit of Liability:	\$500,000
<input checked="" type="checkbox"/> Business Interruption and Extra Expense Sublimit of Liability:	\$500,000
<input checked="" type="checkbox"/> Loss of Attraction Sublimit of Liability:	\$50,000
<input checked="" type="checkbox"/> Death or Dismemberment Sublimit of Liability:	\$500,000 aggregate \$100,000 per person
<input checked="" type="checkbox"/> Consultant Expenses	UNLIMITED

2. Clause 4. LIMIT OF LIABILITY of the **School Entity Coverage Section** is amended to include the following at the end thereof:

Additional Aggregate Limit of Liability For Assault: The **Additional Aggregate Limit of Liability for Assault** set forth in the Declarations is the **Insurer's** maximum liability for all **Loss** under Insuring Agreement D. *Assault Coverage* combined. The **Additional Aggregate Limit of Liability for Assault** is a separate limit of liability that shall be in addition to, and not part of, the **Limit of Liability**, and any applicable **Sublimit of Liability**.

Each sublimit of liability listed below the **Additional Aggregate Limit of Liability for Assault**, in the Declarations, is the maximum limit of the **Insurer's** liability for all **Loss** in the aggregate under Insuring Agreement D. *Assault Coverage* that is subject to that sublimit of liability. All sublimits of liability shall be part of, and not in addition to, the **Additional Aggregate Limit of Liability for Assault**.

III. NO RETENTION APPLICABLE TO ASSAULT

1. The second paragraph of Clause 5. RETENTION of the **School Entity Coverage Section** is deleted in its entirety and replaced with the following:

Notwithstanding anything in the policy to the contrary, (1) no Retention is applicable to **Loss** in connection with the coverage afforded under COVERAGE A or COVERAGE D of this **School Entity Coverage Section**, (2) the Retention amount in Item 6 of the Declarations for this School Entity Coverage Section, shall be the Retention amount applicable to the coverage afforded under COVERAGE B and COVERAGE C of this **School Entity Coverage Section** and (3) the Retention amount applicable to each **IEP Hearing** shall be the amount indicated at such in Item 6. of the Declarations.

IV. ASSAULT DEFINITIONS

A. REVISED DEFINITIONS

1. In Clause 2. DEFINITIONS of the **School Entity Coverage Section**, the definition of "**Claim**" is amended to include the following at the end thereof:

The term "**Claim**" shall also include any **Assault**.

2. In Clause 2. DEFINITIONS of the **School Entity Coverage Section**, the definition of "**Individual Insured**" is amended to include the following at the end thereof:

The term "**Individual Insured**" shall also include any student of a **School Entity**, any **Guest**, any **Relative**, or any resident in the household of such **Individual Insured**.

3. In Clause 2. DEFINITIONS of the **School Entity Coverage Section**, the definition of "**Loss**" is amended to include the following:

Notwithstanding the foregoing, solely with respect to COVERAGE D, **Loss** means the following reasonable and necessary expenses or costs incurred by the **School Entity** or any **Individual Insured** directly and solely as a result of an **Assault**:

1. **Expenses**
2. **Defense Costs**, including judgment and settlement costs
3. **Business Interruption and Extra Expense**
4. **Loss of Attraction**
5. **Death or Dismemberment**
6. **Consultant Expenses**

B. NEW DEFINITIONS

1. Clause 2. DEFINITIONS of the **School Entity Coverage Section** is amended to include the following definitions at the end thereof:
 - A. "**Assault**" means the physical attack upon an **Individual Insured** on a **School Entity's Premises** or an **Assault Off Premises** which results in or could result in **Death or Dismemberment** or a **Traumatic Medical Condition**. The attack must involve the use or display of a **Lethal Weapon**.
 - B. "**Assault Off Premises**" means an **Assault** that occurs while traveling or while conducting business on behalf of or at the direction of a **School Entity**.
 - C. "**Business Interruption Costs**" means actual loss of **Net Profit** sustained by the **Insured** plus **Extra Expense** during the **Period of Restoration** resulting directly from a necessary interruption of business at the **Premises** caused by an **Assault**.
 - D. "**Consultant Expenses**" means reasonable expenses and fees of the **Insurer's** approved security consultant or independent security consultant.
 - E. "**Death or Dismemberment**" means the death or permanent total physical disablement of an **Individual Insured** including but not limited to paralysis or loss of use of any body part during an **Assault**. **Death or Dismemberment** includes **Mutilation**.
 - F. "**Expenses**" mean reasonable and necessary costs incurred and paid by a **School Entity** or any **Individual Insured** or as otherwise agreed by the **Insurer**, which costs are solely and directly a result of an **Assault** provided that such **Assault** is covered under this policy and are one or more of the following:
 1. amounts paid by a **School Entity** or other **Individual Insureds** as reward to an **Informant** for information relevant to any **Assault**; and
 2. travel and accommodation costs are covered as follows:
 - a. travel costs of an **Assault** victim to join their immediate family upon their release; and

- b. the travel costs of an employee to replace the **Assault** victim; and
 - c. travel costs to evacuate, or hotel costs of an **Individual Insured** and/or **Relative** living in the same household as an **Individual Insured** who is the victim of an **Assault** covered under this **School Entity Coverage Section**.
3. **Salary**; and
 4. **Medical Services and Hospitalization Costs** for a period of no longer than 120 days;
 5. fees and expenses of independent forensic analysts engaged by the **School Entity** within ninety (90) days following the conclusion of an **Assault**; and
 6. personal financial loss suffered by an **Individual Insured** solely and directly as the result of the physical inability of such person(s) to attend to personal financial matters while an **Assault** victim. Coverage will include but not be limited to **Loss** which results from such persons failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay off personal loans or a mortgage; and
 7. reasonable costs related to rest and rehabilitation including travel, lodging, meals and recreation of the **Assault** victim and a spouse and/or children incurred within 180 days following the conclusion of the **Assault**; and
 8. fees and expenses of a qualified interpreter assisting the **School Entity** or other **Individual Insured** in the event of an **Assault**; and
 9. increased costs of security due to an **Assault** including but not limited to hiring of security guards, hiring of armored vehicles and overtime pay to existing security staff, for a period of up to forty-five (45) days, provided, however, that the **Insured's** approved security consultant or independent security consultant, has specifically recommended such security measures; and
 10. **Job Retraining Costs**; and
 11. fees and expenses of the **Insurer's** approved public relations consultant incurred within 90 days following the conclusion of an **Assault**, provided that the **Insurer** has given prior written consent to the use of such other public relations consultants to act on the **School Entity's** behalf; and
 12. reasonable and necessary legal fees and expenses incurred by the **School Entity** in order to immediately respond to any **Assault**.
 13. clean-up costs associated with an **Assault**, subject to a \$50,000 aggregate sublimit of liability; and
 14. relocation costs associated with an **Assault**, subject to a \$50,000 aggregate sublimit of liability; and

15. any other reasonable costs incurred with the **Insurer's** prior written consent.

- G. "**Extra Expense**" means the excess of the total cost of conducting business activities during the period necessary to sustain business operations at the location, owned or operated by the **Insured**, where the **Assault** occurred for the sole purpose of reducing **Loss**. This policy only covers those **Extra Expenses** which are over and above the cost of such activities during the same period of time had no **Assault** occurred. **Extra Expense** is calculated as the **School Entity's** actual, reasonable and necessary expenses which the **School Entity** incurs throughout the **Period of Restoration**, in order to continue operations following an **Assault**.
- H. "**Guest**" means any person visiting the **School Entity's Premises**, or traveling for social or business purposes with any director, officer or **Employee** of the **School Entity**.
- I. "**Job Retraining Costs**" means **Salary** of the **Assault** victim while being retrained, and costs of external training courses.
- J. "**Lethal Weapon**" means a firearm, explosive device, motor vehicle, instrument, material, or any other object or substance that is capable of producing bodily harm or death. A motor vehicle, instrument, material, object or substance that is not a weapon by nature shall still qualify as a **Lethal Weapon** if it results in or could result in bodily harm or death due to the manner in which it is used.
- K. "**Loss of Attraction**" means any portion of measurable reduction in revenues due to an actual **Assault** event which occurs within a one (1) mile radius of the **Named Entity's Premises**. **Loss of Attraction** shall be calculated as that portion of reduced income that the **School Entity** would have had, within the **Period of Restoration**, had the incident not occurred. **Loss of Attraction** will also take into consideration business trends and seasonality, should they have direct impact on the **School Entity's** revenues. Furthermore, **Loss of Attraction** will extend to cover any **Extra Expense** agreeable to the **Insurer** which are deemed necessary in order to return the **Named Entity's** revenues back to the **School Entity's** normal course of business, had the incident not occurred.
- L. "**Medical Services and Hospitalization Costs**" are costs incurred by an **Individual Insured** and paid by the **School Entity** solely and directly as the result of an **Assault**, such costs include but are not limited to any costs for treatment by a neurologist or psychiatrist, costs for cosmetic surgery, dental, and expense of confinement for such treatment.
- M. "**Mutilation**" means the permanent and total loss of a finger, toe, ear, nose, genital organ or part thereof.
- N. "**Net Profit**" means profit resulting from the business of the **School Entity** after deduction of all expenses and other charges, including depreciation, but before the deduction of any taxation chargeable on profits.
- O. "**Period of Restoration**" means the period of time that begins at the time an **Assault** begins and ends on the earlier of:

1. the date the **School Entity** can restore operations at the **Premises** where the **Assault** occurred to the condition that would have existed had the covered **Assault** not occurred; or
2. ninety (90) consecutive days after an **Assault**.

A six (6) hour waiting period applies to this definition.

P. "**Premises**" means any premises occupied by the **School Entity** as a place to conduct business whether owned, leased, rented, and/or occupied during the course of business.

Q. "**Relative**" means a spouse, domestic partner, fiancé, fiancée, child, step-child, legally adopted child, foster child, spouse of a married child, grandchild, sister, brother, parent, parent-in-law, grandparent, or grandparent-in-law, adoptive parent, step-parent and siblings or living ancestors or descendants of any **Individual Insured**.

R. "**Salary**" means the amount of compensation paid by the **School Entity** to **Individual Insureds** at an annual rate including but not limited to the average bonuses, commissions, cost of living adjustments or foreign tax reimbursements an **Individual Insured** would normally receive, including contributions to pension and benefit programs at the level in effect on the date the **Assault** first occurred. **Salary** shall continue for the duration of the **Assault** or the earliest of:

1. discovery of the death of the **Individual Insured**; or
2. one hundred and twenty (120) days after the **Insurer** receives the last credible evidence that an **Individual Insured** is still alive; or
3. seventy-two (72) months after the date the **Assault** first occurred.

Salary shall include the amount of compensation paid by the **School Entity**, at an annual rate, to an individual newly hired to conduct the specific duties of an **Individual Insured** who was a victim of an **Assault**. Notwithstanding the foregoing, this **Salary** will continue only until the earliest of the conditions set forth in 1. through 3. are satisfied.

S. "**Traumatic Medical Condition**" means:

1. clear, identifiable, internal or external bodily injury; or
2. post-traumatic stress disorder (PTSD) sustained by a person as a result of an **Assault** which occurs as a direct or indirect result of an actual or perceived **Assault**.

V. EXCLUSIONS

A. REVISED EXCLUSIONS

In Clause 3. **EXCLUSIONS** of the **School Entity Coverage Section**, subparagraph 3(d)(1) shall not apply to COVERAGE D.

B. NEW EXCLUSIONS

This endorsement does not apply to:

- aa. **Loss** arising out of, based upon or attributable to war, whether or not declared, civil war, insurrection, rebellion or revolution, or any act or condition incident to the foregoing; or
- bb. solely with respect to **Death or Dismemberment**, an **Individual Insured's** self-inflicted injury, suicide or injury or death related to such **Individual Insured's** own criminal act; or
- cc. any **Individual Insured** taking part in military services or operations; or
- dd. **Loss** arising out of, based upon or attributable to any actual or alleged contractual liability of the **School Entity** or any other **Individual Insured** under any express contract or agreement.

VI. OTHER INSURANCE

Clause 6. **OTHER INSURANCE** of the **School Entity Coverage Section** is amended by inserting the following at the end thereof:

Notwithstanding the foregoing or anything to the contrary in Clause 12. **OTHER INSURANCE** of the **General Terms and Conditions**, with respect to **COVERAGE D**, the following shall apply:

1. Primary Insurance

The insurance provided by this "Enhanced Assault Extension Endorsement" shall apply as primary. Notwithstanding any applicable Retention, if the **School Entity** has other insurance which also responds on a primary basis to all or part of a **Loss** covered under this "Enhanced Assault Extension Endorsement" then the **Insurer** shall share limits as described in paragraph (2) below.

2. Sharing of Limits and Pyramiding of Limits

When other insurance is applicable to a **Loss** covered by this "Enhanced Assault Extension Endorsement" then the **Insurer** shall not be liable under this "Enhanced Assault Extension Endorsement" for a greater proportion of such **Loss** than the **Additional Aggregate Limit of Liability for Assault** bears to the total applicable limits of all insurance available plus any Retention.

If this "Enhanced Assault Extension Endorsement" and other insurance provided to the **School Entity** by an AIG member company cover **Assault**, then the **Additional Aggregate Limit of Liability for Assault** and the limits of such member company's insurance, when combined, will not exceed the highest applicable limits available under any one of the applicable coverage(s) or policy(ies).

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© American International Group, Inc. All rights reserved.

AUTHORIZED REPRESENTATIVE

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Tuesday, April 30, 2019 3:20 PM
To: Doreen McLoughlin
Subject: WWIP :: Submit No - S2234568 (Yonkers Public Schools) :: UW Notification

From: Christina Panaro <christina.panaro@validusuw.com>
Sent: Monday, April 22, 2019 12:36 PM
To: Julie Kilts <Julie.Kilts@amwins.com>
Subject: Re: WWIP :: Submit No - S2234568 (Yonkers Public Schools) :: UW Notification

Julie,

Thank you for the additional info. I was able to work this up and for \$5M limiters, \$100k SIRs, Id be around \$128k.

Let me know if you need formal terms.

Regards,

This communication and any attachment thereto may contain confidential and proprietary material of Validus Group or others, the unauthorized disclosure of which to third parties may cause permanent and irremediable damage. If you believe you received this communication in error, please contact the sender and delete it from any computer and other electronic devices on which it may have been stored. Thank you.

This e-mail and any attachments may contain information that is privileged or confidential and is meant solely for the use of person(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, you are not authorized to read, print, keep, copy or distribute this message, attachments, or any part of the same. If you have received this email in error, please immediately inform the author and permanently delete the original, all copies and any attachments of this email from your computer. Thank you

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Tuesday, April 30, 2019 2:30 PM
To: Doreen McLoughlin
Subject: Yonkers Public Schools

From: Stevens, Richard A <rick.stevens@ironshore.com>
Sent: Monday, April 22, 2019 11:04 AM
To: Julie Kilts <Julie.Kilts@amwins.com>
Cc: Corigliano, Dominic <dominic.corigliano@ironshore.com>
Subject: Yonkers Public Schools

This is a Ball Park only indication, tough risk, highly leveraged.

\$5M Limit, \$250K Retention for \$250,000 and would have, among others, a Bond Exclusion.

Rick Stevens

Senior Underwriting Officer | Ironpro
Ironshore Insurance Company LLC
28 Liberty Street Plaza, 5th Fl
New York, NY 10005
O: 646-826-6614
C: 347-404-2243
rick.stevens@ironshore.com

www.ironshore.com



This e-mail and any attachments may contain information that is privileged or confidential and is meant solely for the use of person(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, you are not authorized to read, print, keep, copy or distribute this message, attachments, or any part of the same. If you have received this email in error, please immediately inform the author and permanently delete the original, all copies and any attachments of this email from your computer. Thank you

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Tuesday, April 30, 2019 2:31 PM
To: Doreen McLoughlin
Subject: 2019 04 25 Yonkers School District - 2

From: J Spencer Burnam <sburnam@pru-tx.com>
Sent: Thursday, April 25, 2019 4:15 PM
To: Julie Kilts <Julie.Kilts@amwins.com>
Subject: RE: 2019 04 25 Yonkers School District - 2

Julie,

You said you wanted some rough idea of where you think we would be. A rough estimate puts me in the \$185,000 range. This is not a formal quote and will be subject to carrier approval.

J. Spencer Burnam
Sburnam@pru-tx.com
210-394-3890

This e-mail and any attachments may contain information that is privileged or confidential and is meant solely for the use of person(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, you are not authorized to read, print, keep, copy or distribute this message, attachments, or any part of the same. If you have received this email in error, please immediately inform the author and permanently delete the original, all copies and any attachments of this email from your computer. Thank you

This e-mail and any attachments may contain information that is privileged or confidential and is meant solely for the use of person(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, you are not authorized to read, print, keep, copy or distribute this message, attachments, or any part of the same. If you have received this email in error, please immediately inform the author and permanently delete the original, all copies and any attachments of this email from your computer. Thank you

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Tuesday, April 30, 2019 2:32 PM
To: Doreen McLoughlin
Subject: Yonkers Public Schools File No.: 390354

From: Gardner, Stephanie <sgardner@rsui.com>
Sent: Tuesday, April 23, 2019 8:58 AM
To: Julie Kilts <Julie.Kilts@amwins.com>
Subject: RE: Yonkers Public Schools File No.: 390354

Hi Julie,

Thanks for the additional information. Unfortunately, we cannot compete with the expiring. We are rating a \$5M Limit in excess of \$175K with a minimum EPL SIR of \$250K.

STEPHANIE GARDNER

Vice President

RSUI Group, Inc. | Management Liability Department DIRECT 404-266-3037 | CELL 404-304-4214 | EMAIL
sgardner@rsui.com

945 East Paces Ferry Road, Suite 1800 | Atlanta, GA 30326-1160

This e-mail and any attachments may contain information that is privileged or confidential and is meant solely for the use of person(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, you are not authorized to read, print, keep, copy or distribute this message, attachments, or any part of the same. If you have received this email in error, please immediately inform the author and permanently delete the original, all copies and any attachments of this email from your computer. Thank you This e-mail and any attachments may contain information that is privileged or confidential and is meant solely for the use of person(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, you are not authorized to read, print, keep, copy or distribute this message, attachments, or any part of the same. If you have received this email in error, please immediately inform the author and permanently delete the original, all copies and any attachments of this email from your computer. Thank you

Doreen McLoughlin

From: Doreen McLoughlin
Sent: Tuesday, April 23, 2019 10:27 AM
To: Doreen McLoughlin
Subject: FW: Yonkers Public Schools- School Leaders Errors & Omissions July 1, 2019 Renewal

From: David Mullins <dmullins@nhmurray.co.uk>
Sent: Tuesday, April 23, 2019 10:19 AM
To: Doreen McLoughlin <dmcloughlin@nhmurray.com>
Cc: Alex Jaroslowsky <ajaroslowsky@nhmurray.com>; Robert Volpe <rvolpe@nhmurray.com>; Cindy Davis <cdavis@nhmurray.com>; Anthony Picariello <anthpica@nhmurray.co.uk>
Subject: RE: Yonkers Public Schools- School Leaders Errors & Omissions July 1, 2019 Renewal

Doreen,

As our usual markets for (Non-Marine) Professional Indemnity i.e. Aegis, Atrium, Canopus and BRIT all declined this last year, and none of them were able to advise where we should go with this, have sent it out to some new markets:

[AXA XL Catlin](#)

“ Thanks David . regret we don't write E and O for Public Schools “

[Beazley](#)

“ Many thanks for this however regret we do not write educators legal liability.”

[Amtrust](#)

“ I'm afraid this is one that would fall outside of our appetite.

Sorry but I can't comment as to whether AmTrust Company in the US would write it. They would need to be approached separately.”

Best Rgds,

David

This email and all information contained in it is confidential and may be legally privileged. If you are not the intended recipient, your access to this email is unauthorised. Any use, dissemination, distribution, publication or copying by you of this email or any of the information contained in it is prohibited and may be unlawful. If you have received this email in error please immediately phone Nausch, Hogan & Murray (U.K.) on +44 (0) 207 481 4161 or email nhmuk@nhmurray.co.uk and delete this email from your system.

NAUSCH, HOGAN & MURRAY (U.K.)

Insurance Brokers · Reinsurance Intermediaries · Average Adjusters
NEW YORK / ROTTERDAM / LONDON / ST. THOMAS / RIO DE JANEIRO / SINGAPORE

510, Tower 42, 25 Old Broad Street London EC2N 1HN

Head Office Nausch, Hogan & Murray Inc. 77 Water Street, New York, NY 10005, USA.
Branch Office Registered in England Number FC 022291 Branch Number BR 005341.