

Nonprofit Liability Insurance

April 27, 2012

Andrew Morse
Nonprofit Insurance Advisors (NIA)
Ste 20
2314 University Ave West
Saint Paul, MN 55114
(651) 757-3095
amorse@nonprofitinsuranceadvisors.org

Folwell Neighborhood Organization

Room 220
331 2nd Avenue South
Minneapolis, MN 55401

Policy Number: 31120843

Dear Andrew,

Enclosed please find the original Nonprofit Liability Insurance Policy for Folwell Neighborhood Organization and a copy for your files.

Thank you for choosing Monitor Liability Managers, LLC for your client's insurance needs. We appreciate your efforts in securing this placement and look forward to working with you again in the future. If you have any questions or concerns, please do not hesitate to contact me.

Regards,



Dawn Sharon
Senior Underwriter
dsharon@monitorliability.com
(847) 806-6590 ext. 635

Enclosures

Nonprofit Management Liability Insurance

CLAIMS MADE WARNING FOR DECLARATIONS

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

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

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the **Policy**.

Item 1. Name and Address of **Named Insured**: Policy Number: 31120843

Folwell Neighborhood Organization
Room 220
331 2nd Avenue South
Minneapolis, MN 55401

Person designated to receive all correspondence from the **Insurer**:

David Rubedor
Assistant City Coordinator

Item 2. **Policy Period**: From March 1, 2012 (inception date) to March 1, 2013 (expiration date)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured**)

Item 3. Purchased **Coverage Sections**:

Directors, Officers and Organization Liability Insurance Coverage Section: Yes No

Employment Practices Liability Insurance Coverage Section: Yes No

Fiduciary Liability Insurance Coverage Section: Yes No

Item 4. Limits of Liability for the **Policy Period**:

A. Combined Aggregate Limit of Liability for all **Coverage Sections** purchased as indicated above. \$3,000,000

OR

B. Separate Aggregate Limit of Liability for each **Coverage Section**:

1. Directors, Officers and Organization Liability Insurance Coverage Section: Not Applicable

2. Employment Practices Liability Insurance Coverage Section: Not Applicable

3. Fiduciary Liability Insurance Coverage Section: Not Applicable

Item 5. Applicable Deductibles:

1. Directors, Officers and Organization Liability Insurance Coverage Section:

A. **Insured Person** Non-Indemnifiable: \$0

B. **Insured Person** Indemnifiable: \$0

C. **Insured Entity** Liability: \$15,000

2. Employment Practices Liability Insurance Coverage Section: \$10,000

3. Fiduciary Liability Insurance Coverage Section: Not Applicable

Item 6. Premium: \$15,159

Item 7. Extended Reporting Period: Option 1: 12 months for 50.00 percent of the "full annual premium"

Item 8. Forms and Endorsements attached:

Policy Form: CT 22330 (09-06); NP 23300 (09-06); EPL 23300 (09-06)
265 (01-08) POLICYHOLDER DISCLOSURE

CT 233031 (09-06) Addition to Section III. B. Addition of Insured Entity

CT 233031 (09-06) Addition to Section III. B. Addition of Insured Entity

CT 233031 (09-06) Addition to Section III. B. Addition of Insured Entity

CT 233032 (09-06) Addition to Section III. B. Deletion of Insured Entity

CT 234300 (09-06) Addition to Section IV. Prior and Pending Litigation Exclusion

CT 234322 (07-10) Addition to Section IV. Interested Party Exclusion

CT 235013 (09-06) Addition to Section V. Non-Stacking of Limits

CT 235014 (rev. 08-07) Addition to Section V. Waiver of Deductible if No Liability

CT 236018 (09-06) Addition to Section VI. Priority of Payments Endorsement

EPL 230115 (09-06) Minnesota Employment Practices Liability Amendatory Endorsement

Carolina Casualty Insurance Company

NP 230115 (09-06) Minnesota Directors, Officers and Organization Liability Amendatory Endorsement
NP 230116 (09-06) Minnesota Proposal Form Addendum
NP 230119 (09-06) Minnesota IMPORTANT NOTICE
NP 234354 (06-09) Addition to Section IV. Professional Services for Others Exclusion

Item 9. Notice to the **Insurer** as provided in sections VII. A. and VII. B. of the Common Policy Terms and Conditions Section of this **Policy** shall be sent to:

Monitor Liability Managers, LLC, Claims Department
Address: 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039
Fax: (847) 806-4017
Email: newclaim@monitorliability.com

All other notices required to be given to the **Insurer** under this **Policy** shall be sent to:

Monitor Liability Managers, LLC
Address: 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039
Fax: (847) 806-6282

The Nonprofit Management Liability Insurance **Policy** shall constitute the contract between the **Insureds** and the **Insurer**.

Authorized Representative:  Date Issued: April 27, 2012

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any 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; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

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

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Addition to Section III. B. Addition of Insured Entity

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Definitions B. "**Insured Entity**" of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. B.: It is further understood and agreed that **Insured Entity** shall also include the following:

- Armatage Neighborhood Association
- Audubon Neighborhood Association
- Bancroft Neighborhood Association
- Beltrami Neighborhood Council
- Bottineau Neighborhood Association
- Bryant Neighborhood Organization
- Bryn Mawr Neighborhood Association
- Cedar Isles Dean Neighborhood Association
- Cedar Riverside NRP
- Central Area Neighborhood Development Organization
- Citizens for a Loring Park Community
- Cleveland Neighborhood Association
- Concerned Citizens for Marshall Terrace
- Corcoran Neighborhood Organization
- Downtown Minneapolis Neighborhood Association
- East Harriet Farmstead Neighborhood Association
- East Phillips Improvement Coalition
- Elliot Park Neighborhood, Inc.
- Field, Regina, Northrop Neighborhood Group
- Folwell Neighborhood Association
- Fulton Neighborhood Association
- Hale, Page, Diamond Lake Community Association
- Harrison Neighborhood Association
- Hawthorne Neighborhood Council
- Holland Neighborhood Improvement Association
- Kenny Neighborhood Association
- Kenwood Isles Area Association
- Kingfield Neighborhood Association
- Lind-Bohanon Neighborhood Association
- Linden Hills Neighborhood Council

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Addition to Section III. B. Addition of Insured Entity

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Definitions B. "**Insured Entity**" of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. B.: It is further understood and agreed that **Insured Entity** shall also include the following:

- Logan Park Neighborhood Association
- Longfellow Community Council
- Lowry Hill East Neighborhood Association
- Lyndale Neighborhood Association
- Lynnhurst Neighborhood Association
- Marcy Holmes Neighborhood Association
- McKinley Community
- Midtown Phillips
- Nicollet Island - East Bank Neighborhood Association
- Nokomis East Neighborhood Association
- Northeast Park Neighborhood Association
- Northside Residents Redevelopment Council
- Phillips West Neighborhood Association
- Powderhorn Park Neighborhood Association
- Prospect Park East River Road Improvement Association
- Seward Neighborhood Group
- Sheridan Neighborhood Organization
- Shingle Creek Neighborhood Association
- Southeast Como Improvement Association
- St. Anthony East Neighborhood Association
- St. Anthony West Neighborhood Organization
- Standish Ericsson Neighborhood Association
- Stevens Square Community Organization
- Tangletown Neighborhood Association
- Ventura Village
- Victory Neighborhood Association
- Waite Park Community Council
- Warehouse District North Loop Neighborhood Association
- Webber-Camden Neighborhood Organization
- West Bank Community Coalition

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Addition to Section III. B. Addition of Insured Entity

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Definitions B. "**Insured Entity**" of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. B.: It is further understood and agreed that **Insured Entity** shall also include the following:

- West Calhoun Neighborhood Council
- Whittier Alliance
- Windom Community Council
- Windom Park Citizens in Action

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Addition to Section III. B. Deletion of Insured Entity

In consideration of the premium paid for this **Policy**, it is understood and agreed that section III. Definitions B. "**Insured Entity**" of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III. B.: It is further understood and agreed that **Insured Entity** shall not include:
Jordan Area Community Council

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Addition to Section IV. Prior and Pending Litigation Exclusion

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Exclusions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

- IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:
1. any prior or pending litigation, administrative or arbitration proceeding as of March 01, 2010, or
 2. any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, administrative or arbitration proceeding,
- regardless of the legal theory upon which such **Claim** is predicated.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Addition to Section V. Non-Stacking of Limits

In consideration of the premium paid for this **Policy**, it is understood and agreed that section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

- V.: If any **Claim** is covered under this **Policy** and under one or more other policies issued by the **Insurer** or any of its affiliates, then:
1. the **Insurer** shall not be liable under this **Policy** for a greater proportion of the **Loss** from such **Claim** than the applicable Limit of Liability under this **Policy** bears to the total Limit of Liability of all such other policies; and
 2. subject to the Limit of Liability of this **Policy**, the maximum liability of the **Insurer** and its affiliates under this **Policy** and all such other policies combined shall be the amount of the highest available Limit of Liability.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Addition to Section V. Waiver of Deductible if No Liability

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

1. Section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

III.: **"No Liability"** means with respect to a **Claim** made against the **Insured(s)**:

1. a final judgment of no liability obtained prior to trial, in favor of all **Insureds**, with respect to the entire **Claim**, by reason of a motion to dismiss or a motion for summary judgment, after the exhaustion of all appeals, if any, or
2. a final judgment of no liability obtained after trial, in favor of all **Insureds**, with respect to the entire **Claim**, after the exhaustion of appeals, if any.

In no event shall the term **"No Liability"** apply to a **Claim** made against an **Insured** for which a settlement has occurred.

2. Section V. Limits of Liability and Deductibles of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

V.: No Deductible shall apply, even as to **Costs of Defense**, to any **Claim** which is in the form of a civil action for monetary relief, in which:

1. there is a determination of **No Liability**; or
2. the **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**.

If there is a determination of **No Liability** in a **Claim**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim**.

If a **Claim** is dismissed or stipulated dismissed without prejudice and without any payment of any consideration by any **Insured**, the **Insurer** shall reimburse **Costs of Defense** paid by the **Insured** in such **Claim** 90 days after the date of the dismissal or stipulation so long as (i) the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is not brought again within such 90 day period and (ii) the **Insured Entity** provides the **Insurer** with a written undertaking in a form satisfactory to the **Insurer** to repay the **Insurer** for such reimbursement in the event the **Claim** (or any other **Claim** which together with such **Claim** would be deemed a single **Claim**) is brought again after such 90 day period and before the expiration of the statute of limitations for such **Claim**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Addition to Section VI. Priority of Payments Endorsement

In consideration of the premium paid for this **Policy**, it is understood and agreed that section VI. Defense, Cooperation and Settlements of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

VI.: In the event of **Loss** arising from any **Claim** for which payment is due under the provisions of this **Policy**, then the **Insurer** shall:

1. first, pay such non-Indemnifiable **Loss** for which coverage is provided under section I. Insuring Agreement of Directors, Officers and Organization Liability Insurance **Coverage Section**, and
2. then, with respect to whatever remaining amount of the applicable Limit of Liability is available after payment of such non-Indemnifiable **Loss**, at the written request of the chief executive officer of the **Named Insured**, either pay or withhold payment of such other **Loss** for which coverage is provided under this **Policy**.

In the event the **Insurer** withholds payment pursuant to subparagraph 2. above, then the **Insurer** shall at such time and in such manner as shall be set forth in written instructions of the chief executive officer of the **Named Insured**, remit such payment to the **Insured Entity** or directly to an individual **Insured Person**.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

**Minnesota
Employment Practices Liability Amendatory Endorsement**

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

1. This endorsement is considered to be attached to, and forming part of, the Nonprofit Management Liability Insurance **Policy** and any related endorsements and forms.
2. Section III. Additional Definitions C. "**Damages**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - III. C.: "**Damages**" means a monetary judgment (including back pay and front pay), award or settlement, pre-judgment interest and post-judgment interest; provided, however, **Damages** shall not include:
 1. taxes (provided, however, that the **Insurer** will reimburse an **Insured Entity** for any employer share of payroll taxes on any portion of damages or settlements which constitute back pay otherwise considered **Damages**), civil or criminal fines, or penalties imposed by law, or
 2. payment of insurance, disability, pension, health or other plan benefits claimed by or on behalf of any former or current **Employee**, or that a claimant would have been entitled to as an **Employee** had the **Insured Entity** provided the claimant with a continuation of insurance, or
 3. costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person, or
 4. commissions, bonuses, profit sharing or severance payments, or
 5. future wages or benefits of any reinstated **Employee** or wages or benefits associated with the continued employment of an **Employee**, or
 6. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.

Damages shall not include liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this **Policy**, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

1. those damages were awarded or imposed, or
2. any **Wrongful Act** occurred for which such damages were awarded or imposed, or
3. the **Insured** resides, is incorporated or has its principal place of business, or
4. the **Insurer** is incorporated or has its principal place of business.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

**Minnesota
Directors, Officers and Organization Liability Amendatory Endorsement**

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

1. This endorsement is considered to be attached to, and forming part of, the Nonprofit Management Liability Insurance **Policy** and any related endorsements and forms.
2. Section III. Additional Definitions C. "**Damages**" of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:
 - III. C.: "**Damages**" means a monetary judgment, award or settlement, pre-judgment interest and post-judgment interest; provided, however, **Damages** shall not include:
 1. taxes, civil or criminal fines, or penalties imposed by law, or
 2. costs incurred by any **Insured** to make any building or property more accessible or accommodating to any disabled person, or
 3. commissions, bonuses, profit sharing or severance payments, or
 4. any matter deemed uninsurable under the law pursuant to which this **Policy** shall be construed.

Damages shall not include liquidated, punitive, or exemplary damages, or any multiplied damages award in excess of the amount so multiplied. Only for the purpose of resolving any dispute between the **Insurer** and the **Insured** regarding whether such liquidated, punitive, exemplary or multiplied damages are insurable under this **Policy**, the law of the jurisdiction most favorable to the insurability of those damages shall control, provided that such jurisdiction is where:

 1. those damages were awarded or imposed, or
 2. any **Wrongful Act** occurred for which such damages were awarded or imposed, or
 3. the **Insured** resides, is incorporated or has its principal place of business, or
 4. the **Insurer** is incorporated or has its principal place of business.
3. Section II. Extended Reporting Period A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
 - II. A.: If the **Named Insured** cancels or if the **Insurer** or the **Named Insured** refuses to renew this **Policy**, then the **Named Insured** shall have the right, upon payment of an additional premium of 50 percent of the "full annual premium", as stated in Item 7. of the Declarations, to an extension of the coverage granted by this **Policy** with respect to any **Claim** first made and reported during the period of 12 months, as stated in Item 7. of the Declarations, after the date upon which the **Policy Period** ends, but only with respect to any **Wrongful Act** fully occurring prior to the end of the **Policy Period** and otherwise covered by this **Policy**. Such period of months shall be referred to as the Extended Reporting Period. As used herein, "full annual premium" means the premium level in effect immediately prior to the end of the **Policy Period** for all **Coverage Sections** purchased as part of this **Policy**. The rights contained in this paragraph shall terminate, however, unless written notice of such election together with the additional premium due is received by the **Insurer** within 30 days of the effective date of cancellation or non-renewal.
4. Section V. Limits of Liability and Deductibles A. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:
 - V. A.: However, if a judgment is entered against an **Insured**, the principal amount of which is within the Limits of Liability stated in Item 4. of the Declarations and which is otherwise covered under this **Policy**, the **Insurer** shall pay any costs, disbursements or pre-judgment interest awarded on the portion of such judgment which is covered under this **Policy**, even if the total amount of the covered portion of the principal amount of the judgment, costs, disbursements, and pre-judgment interest exceeds the Limits of Liability.
5. Section VII. Notice of Claim and Multiple Claims B. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced by the following:
 - VII. B.: If during the **Policy Period** or any Extended Reporting Period(s) that may apply the **Insureds** become aware of

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Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured** and shall give written or oral notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of the **Policy**), of:

1. the specific fact, circumstance or situation, with full details as to dates, persons, and entities involved; and
2. the injury or damages which may result therefrom; and
3. the circumstances by which the **Insured** first became aware thereof;

then any **Claim** subsequently made arising out of such fact, circumstance or situation shall be deemed to have been made when notice was first given to the **Insurer**.

6. Section VII. Notice of Claim and Multiple Claims of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

VII.: The insurance agent or broker is authorized to receive notice of a **Claim**, and any written or oral notice given to the insurance agent or broker is considered notice to the **Insurer**.

7. Section VIII. General Conditions A. Termination of Policy and Non-Renewal 1. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced by the following:

VIII. A. 1.: This **Policy** shall terminate at the earliest of the following times:

- a. upon the receipt by the **Insurer** of written notice of cancellation from the **Named Insured**;
- b. upon written notice by the **Insurer** of cancellation for non-payment of premium.

Unless otherwise specifically required, proof of mailing of any notice shall be sufficient proof of notice.

8. Section VIII. General Conditions A. Termination of Policy and Non-Renewal 2. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

VIII. A. 2.: The notice of cancellation must state the amount of the premium due, the due date and the effect of nonpayment by the due date. Such cancellation shall not be effective if the amount due is paid before the effective date set forth in the notice of cancellation.

9. Section VIII. General Conditions A. Termination of Policy and Non-Renewal 4. of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

VIII. A. 4.: If notice of non-renewal is not given at least 60 days before the **Policy** expiration date, then this **Policy** shall continue in force until 60 days after a notice of intent not to renew is received by the **Named Insured**. This continuance of coverage shall not apply if the **Named Insured** has insured elsewhere, has accepted replacement coverage, or has requested or agreed to nonrenewal.

10. Section VIII. General Conditions B. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VIII. B.: The **Proposal** is the basis of this **Policy** and is incorporated in and constitutes a part of this **Policy**. A copy of the Proposal Form(s) is attached hereto. Any material submitted with the Proposal Form(s) shall be maintained on file with the **Insurer** and shall be deemed to be attached hereto as if physically attached. It is agreed by the **Insureds** that the statements in the **Proposal** are their representations, that they are material and that this **Policy** is issued in reliance upon the truth of such representations. With respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**. This insurance is void in any case of fraud, material misrepresentation or material omission made by any person or persons who executed the Proposal Form or with their knowledge in obtaining this insurance or pursuing a **Claim** under this **Policy**.

This provision applies, notwithstanding any language to the contrary in the Proposal Forms.

11. Section VIII. General Conditions E. Subrogation of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

VIII. F.: In the event of any payment under this Policy, the Insurer may not subrogate against any Insured if the Loss was caused by the Insured's unintentional act. The Insurer may not subrogate against another person if that person is insured for the same Loss by the Insurer and the Loss was caused by that person's unintentional act.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization		Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative	

Minnesota IMPORTANT NOTICE

IMPORTANT NOTICE TO ALL POLICYHOLDERS REGARDING QUESTIONS OR COMPLAINTS

In the event you need to contact someone about this **Policy** for any reason, please contact your agent. If you have questions or complaints, you may contact your **Insurer** at:

CAROLINA CASUALTY INSURANCE COMPANY
Building 100, Suite 400,
4600 Touchton Road East,
Jacksonville, FL 32246
1-800-874-8053

NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds that guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association.

Minnesota Insurance Guaranty Association
4640 West 77th Street, Suite 342
Edina, Minnesota 55435
1-952-831-1908

The maximum amount that the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the Guaranty Association is subject to other substantial limitations and exclusions. If your claim exceeds the Guaranty Association's limits you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The Guaranty Association assesses insurers licensed to sell property & casualty or liability insurance in Minnesota after their solvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY OR LIABILITY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE OR LIABILITY POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Addition to Section IV. Professional Services for Others Exclusion

In consideration of the premium paid for this **Policy**, it is understood and agreed that section IV. Additional Exclusions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

IV.: based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the performance of any professional services for others, and caused by any act, error or omission.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative

Carolina Casualty Insurance Company

4600 Touchton Road East, Building 100, Suite 400, Jacksonville, FL 32246

Renewal Proposal Form

Nonprofit Management Liability Insurance

CLAIMS MADE WARNING FOR APPLICATION

THIS PROPOSAL FORM IS FOR A CLAIMS MADE AND REPORTED POLICY, RELATING TO CLAIMS MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE.

Whenever printed in this Proposal Form, the terms in boldface type shall have the same meanings as indicated in the Policy. This Proposal Form is to be completed with respect to the entire Insured Entity. Insured Entity as used herein is defined to include the Named Insured and any Subsidiaries.

Folwell Neighborhood Organization

Name of Named Insured

c/o City of Minneapolis, 331 2nd Ave S

Room 220

Street Address

Minneapolis

HENNEPIN

MN

Suite

55401

City

County

State

Zip Code

www.minneapolismn.gov/ncr

41-6005375

Website Address (if applicable)

Federal Employer Identification Number (FEIN)

The Officer designated as agent of the Insured Entity and of all Insureds to receive any and all notices from the Insurer or their authorized representatives concerning this insurance:

David Rubedor

Assistant City Coordinator

Contact Name

Title

David.Rubedor@ci.minneapolis.mn.us

(612) 673-3129

n/a

E-mail Address

Telephone Number

Fax Number

Producer Information

Submitted by (Agency Name)

Dated

Agent's Name (Individual's Name)

Agent's License Number

Coverage Section(s) Requested

Directors, Officers and Organization Liability Insurance Coverage Section:

Yes No

Limit Requested: \$

Employment Practices Liability Insurance Coverage Section:

Yes No

Limit Requested: \$

Fiduciary Liability Insurance Coverage Section:

Yes No

Limit Requested: \$

Indicate the type of limit requested:

Combined Aggregate Limit of Liability for all Coverage Sections, or

Separate Aggregate Limit of Liability for each Coverage Section

General Information (Provide details to all "Yes" answers by attachment, when appropriate)

1. (a) Does the Insured Entity currently have a tax-exempt status under the U.S. Internal Revenue Service Code? Yes No
If "Yes", under which IRSC Section? 501(c) (3)

If "No", provide an explanation by attachment.

(b) Have there been or are there now pending, any disputes as to the Insured Entity's tax-exempt status? Yes No

2. The Named Insured has been in continuous operation since: _____

3. Describe the Insured Entity's nature of operations: Neighborhood Organization

4. Does the Insured Entity own or hold any patents? If "Yes", how many? _____ Yes No

5. Does the Insured Entity:

(a) provide any professional services including, but not limited to, legal counseling, medical care, peer review and credentialing activities to others? Yes No

(b) promote, sponsor or provide any form of insurance to its members or non-members? Yes No

(c) transact electronic commerce on behalf of itself, members or third parties? Yes No

(d) have a membership in any nonprofit or professional associations? If "Yes", provide association name(s) below. Yes No

Carolina Casualty Insurance Company

6. Provide the following information on all Subsidiaries or related organizations of the **Insured Entity**. If "None", so state. None

<u>Subsidiary or Organization</u> Name	<u>Nature of Business</u>	<u>Not For Profit?</u> <input type="checkbox"/> Yes, IRSC: _____ <input type="checkbox"/> No	<u>Total Assets</u> \$ _____	<u>Is coverage requested for this entity under this Policy?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes, IRSC: _____ <input type="checkbox"/> No	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	<input type="checkbox"/> Yes, IRSC: _____ <input type="checkbox"/> No	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

IT IS UNDERSTOOD AND AGREED THAT COVERAGE IS NOT PROVIDED FOR SUBSIDIARIES OR RELATED ORGANIZATIONS IN QUESTION 6. UNLESS THE INFORMATION REQUESTED ABOVE IS PROVIDED.

7. Provide the following financial information with respect to the **Insured Entity**:
 Assets (000): \$ 400 Fund Balance (000): \$ 400 Period Ending: 2/16/12
 Annual Revenues (000): \$ 4,000

8. (a) Is the **Insured Entity** currently in bankruptcy? (3-2-12 AM) Yes No
 (b) Within the next 12 months, is the **Insured Entity** contemplating filing a petition for protection under the bankruptcy code? Yes No

9. Within the last 3 years, have there been resignations, departures, retirements, or terminations in the position of the Chairperson of the Board of Directors, President, Chief Executive Officer, Executive Director, or Chief Financial Officer? Yes No
 If "Yes", provide the following details by attachment: Name of individual; date of change; and reason for change.

10. Number of Employees:

	<u>Full Time</u>	<u>Part Time</u>	<u>Leased</u>	<u>Seasonal and/or Temporary</u>	<u>Volunteers and/or Interns</u>	<u>Independent Contractors</u>	<u>Annual Turnover Rate</u>
Current Year:	<u>12</u>	<u>20</u>			<u>700</u>	<u>20</u>	<u>10</u>
Last Year:	<u>12</u>	<u>20</u>			<u>700</u>	<u>20</u>	<u>10</u>

11. What percentage of the **Insured Entity's Employees** currently earns more than \$100,000? 0 %

12. Does the **Insured Entity** currently employ a full time Human Resources professional? Yes No

13. Indicate which formal written policies and procedures have been implemented. If "None", so state. None

<input checked="" type="checkbox"/> Employee Handbook / Manual	<input checked="" type="checkbox"/> Anti-Harassment Policy, including Sexual Harassment	<u>Employers with more than 50 Employees</u>
<input checked="" type="checkbox"/> Anti-Discrimination Policy – Equal Employment Opportunity (EEO) Policy	<input checked="" type="checkbox"/> Adherence to Employment "at-will" relationship with all Employees	<input type="checkbox"/> Family Medical Leave Act
		<u>California Employers Only</u>
		<input type="checkbox"/> California Family Rights Act

Litigation and Claim Information

14. During the last 5 years, has the **Insured Entity** or any of the **Insured Persons** received any written demands for monetary or non-monetary relief, been involved in, or had any knowledge of any civil or criminal action, administrative or arbitration proceeding, including both domestic or foreign equivalents, involving:

(a) any intellectual property disputes, including Copyright, Patent, or Trademark Laws? Yes No
 (b) any alleged violation of any Federal or State Security Law or Regulation? Yes No
 (c) any alleged violation of any Federal or State Anti-Trust or Fair Trade Law? Yes No
 (d) any other allegations of violations of federal, state or local statute, regulation, ordinance or common law that would otherwise be within the scope of this proposed insurance? Yes No

15. During the last 5 years, has any **Insured** known of, or been involved in any lawsuit, charges, inquiries, investigations, grievances or other administrative hearings or proceedings before any of the following agencies and/or in any of the following forums, including both domestic or foreign equivalents?

(a) National Labor Relations Board? Yes No
 (b) Equal Employment Opportunity Commission? Yes No
 (c) Office of Federal Contract Compliance Programs? Yes No
 (d) U.S. Department of Labor? Yes No
 (e) Any state or local government agency such as the Labor Department or fair employment agency? Yes No
 (f) U.S. District or state court? Yes No

16. During the last 5 years, has any current or former **Employee** or third party made any **Claim**, or otherwise alleged discrimination, harassment, wrongful discharge and/or **Wrongful Acts** against any **Insured**? Yes No
 A **Claim** is not limited to the filing of a lawsuit or complaint with the Equal Employment Opportunity Commission or similar state or local agency. A **Claim** may also include a written demand by any current or former **Employee** seeking relief in connection with an employment-related dispute or grievance.

IF "YES" TO ANY PART OF QUESTIONS 14., 15., OR 16., PROVIDE FULL DETAILS FOR EACH ALLEGATION, EVEN IF THE MATTER HAS SINCE BEEN SETTLED OR OTHERWISE RESOLVED, BY PROVIDING THE FOLLOWING INFORMATION FOR EACH ALLEGATION BY ATTACHMENT:

(a) Date Claim first made	(b) Claimant's Name	(c) Allegation	(d) Current Status
(e) Demand Amount	(f) Settlement (Indemnity) or Reserve Amount		(g) Attorney's fees

Provide Additional Information here
Jordan neighborhood board fight 200

Carolina Casualty Insurance Company

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 POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER 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 AGENCIES.

NOTICE TO NEW MEXICO, 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 APPLICANTS OF KENTUCKY: 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 APPLICANTS OF MINNESOTA, NEW JERSEY, OHIO, AND OKLAHOMA: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUDS OR DECEIVES ANY INSURER OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, IS GUILTY OF A FELONY AND IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO MAINE, MASSACHUSETTS, 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 APPLICANTS OF FLORIDA: 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 ARKANSAS, DISTRICT OF COLUMBIA, LOUISIANA, MARYLAND, AND RHODE ISLAND 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 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.

Please Read Carefully

The undersigned, acting on behalf of all Insureds, declare that the statements set forth herein are true and correct and that thorough efforts have been made to obtain sufficient information from each and every Insured proposed for this insurance to facilitate the proper and accurate completion of this Proposal Form.

The undersigned agree that the particulars and statements contained in the Proposal Form and any material submitted herewith are their representations and that they are material and are the basis of the insurance contract. The undersigned further agree that the Proposal Form and any material submitted herewith shall be considered attached to and a part of the Policy. Any material submitted with the Proposal Form shall be maintained on file (either electronically or paper) with the Insurer and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

- if any significant change in the condition of the applicant is discovered between the date of this Proposal Form and the Policy inception date, which would render this Proposal Form inaccurate or incomplete, notice of such change will be reported in writing to the Insurer immediately;
- the information contained in this Proposal Form shall not be used by the Insureds as notice, nor will the Insurer recognize and/or accept the information contained herein as notice, as provided for in section VII. of the Common Policy Terms and Conditions Section of this Policy;
- any Policy, if issued, will be in reliance upon the truth of such representations; provided, however, with respect to such statements and representations, no knowledge or information possessed by any Insureds shall be imputed to any other Insureds. If any person or persons knew as of the Policy inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this Policy will be void as to that person or persons. However, if the Chairperson of the Board of Directors, President, Chief Executive Officer, or Executive Director of the Insured Entity knew as of the Policy inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this Policy will be void as to that person or persons and the Insured Entity;
- this Proposal Form has been completed as respects the entire Insured Entity;
- and the signing of this Proposal Form does not bind the undersigned to purchase the insurance.

12-23-11
 Dated _____
 Director _____
 Title _____
 Chairperson of the Board of Directors, President, Chief Executive Officer or Executive Director (Signature) *Roberta Englund*
 Chairperson of the Board of Directors, President, Chief Executive Officer or Executive Director (Print Name) *ROBERTA ENGLUND*
 Director *David M. Kusler*

This Carolina Casualty Insurance Company Proposal Form, including any material submitted herewith, shall be held in strictest confidence.

A POLICY CANNOT BE ISSUED UNLESS THE PROPOSAL FORM IS PROPERLY SIGNED AND DATED.

Please submit this Proposal Form including appropriate documentation to:
 Monitor Liability Managers, LLC, 2850 West Golf Road, Suite 800, Rolling Meadows, IL 60008-4039

Minnesota Proposal Form Addendum

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

1. This endorsement is considered to be attached to, and forming part of, the Nonprofit Management Liability Insurance **Policy** and any related endorsements and forms.
2. It is understood and agreed that the following language in the Proposal Form(s) attached to this addendum is deleted in its entirety.
 - any **Policy**, if issued, will be in reliance upon the truth of such representations; provided, however, with respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**. If any person or persons knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons. However, if the Chairperson of the Board of Directors, President, Chief Executive Officer, or Executive Director of the **Insured Entity** knew as of the **Policy** inception date that such declarations and statements contained in the Proposal Form(s) were untrue, inaccurate or incomplete, then this **Policy** will be void as to that person or persons and the **Insured Entity**;
3. It is understood and agreed that the following language is added to the Proposal Form(s) attached to this addendum.
 - any **Policy**, if issued, will be in reliance upon the truth of such representations; provided, however, with respect to such statements and representations, no knowledge or information possessed by any **Insureds** shall be imputed to any other **Insureds**. This insurance is void in any case of fraud, material misrepresentation or material omission made by you or with your knowledge in obtaining this insurance or pursuing a **Claim** under the **Policy**;

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Folwell Neighborhood Organization	Policy Number 31120843
Effective Date of This Endorsement 03/01/2012	Authorized Representative