

**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 Powder Horn Park Neighborhood Association	Policy Number 31203769
Effective Date of This Endorsement 03/01/2013	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

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## 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:

- Linden Hills Neighborhood Council
- 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
- 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

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## 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 Bank Community Coalition
- 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.

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## 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  
Heritage Park Neighborhood Association  
Lowry Hill Neighborhood Association

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.

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## 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.

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## 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.

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## 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 Powder Horn Park Neighborhood Association	Policy Number 31203769
Effective Date of This Endorsement 03/01/2013	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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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.

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## 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.

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## 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.

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## 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.

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**Policy Amendatory Endorsement**

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

Priority of Payments

1. 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**.

Waiver of Deductible if No Liability

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**.

Amended Definition of Damages(s)

Directors, Officers and Organization Liability Insurance Coverage Section

1. Section III. Additional Definitions C. "**Damages**" subparagraph 1. of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is deleted in its entirety and replaced with the following:

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.

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III. C. 1.: taxes, civil or criminal fines, or penalties imposed by law; provided, however, that the **Insurer** will reimburse an **Insured Entity**:

- a. for any employer share of payroll taxes on any portion of damages or settlements which constitute backpay otherwise considered **Damages**, or
- b. for any 10 percent excess benefit tax penalty assessed by the Internal Revenue Service on any organization manager who participates in an excess benefit transaction, as defined by the Taxpayer Bill of Rights 2 [H.R. 2337], up to a maximum aggregate limit of **\$25,000** per **Policy Period** for all **Insureds**, which amount shall be part of and not in addition to the Limits of Liability set forth in Item 4. of the Declarations.

It is further understood and agreed that the **Insurer** shall not be liable for any **Loss** attributable to, or a part of, the 200 percent tax penalty assessed by the Internal Revenue Service for failure to correct the award of an excess benefit tax penalty, and the assessment of a 200 percent tax penalty shall void any coverage extended by this endorsement.

### Amended Definition of Insured Person(s)

#### Directors, Officers and Organization Liability Insurance Coverage Section

1. Section III. Additional Definitions D. "**Insured Person(s)**" of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. D.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured Person** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured Person**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured Person** and the **Domestic Partner**, or property transferred from the individual **Insured Person** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured Person**.

2. Solely for purpose of the coverage provided by this endorsement, section III. Additional Definitions of the Directors, Officers and Organization Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

### Donation Assurance Supplemental Coverage

1. **Donation Assurance Coverage**

The **Insurer** shall pay the **Named Insured** up to a maximum aggregate limit of **\$10,000** per **Policy Period** for any **Failed Donation** incurred by the **Named Insured** during the **Policy Period** and reported to the **Insurer** in writing during the **Policy Period**.

It is further understood and agreed such coverage for any **Failed Donation** shall not apply to any pledge for funds or other measurable tangible property made to the **Insured Entity** dated prior to March 1, 2013.

No Deductible shall apply to this coverage and any payments made hereunder shall not reduce the Limits of Liability stated in Item 4. of the Declarations.

2. Solely for purpose of the coverage provided by this endorsement for Donation Assurance Coverage, section III. Definitions of the Common Policy Terms and Conditions Section of this **Policy** is amended by the addition of the following:

- III.: "**Failed Donation**" means a written notice to the **Insured Entity** of:
- 1. the bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable tangible property to the **Insured Entity**; provided, however, the donor must never have been in bankruptcy, or have filed for bankruptcy or reorganization prior to the time the applicable pledge was made to the **Insured Entity**, or
  - 2. the unemployment or incapacitation of a natural person donor lasting at least 60 days and preventing the donor from honoring a pledge made prior to said unemployment or incapacitation of funds or other measurable tangible property to the **Insured Entity**; provided, however, Donation Assurance Coverage shall not apply if either the natural person donor or any **Insureds** had or should have had any reason to believe the natural donor person would become unemployed or incapacitated subsequent to the donation date.

- III.: "**Insured(s)**" means any:
- 1. duly elected or appointed director or officer of an **Insured Entity**, or
  - 2. elected or appointed member of the board of managers, member of the management committee, or

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- equivalent executive of an **Insured Entity** if organized as a limited liability company, or
3. any **Insured Entity**.
3. Solely for purpose of the coverage provided by this endorsement for Donation Assurance Coverage, 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.: Any coverage for any **Failed Donation** for non-cash donations shall be based on the fair market value of the non-cash donation on the date the **Failed Donation** occurs, and a donation amount which is to be collected by the **Insured Entity** over more than a 12 month period shall be deemed to be a single donation.
    - V.: If any **Failed Donation** is covered under this endorsement and under one or more other endorsements attached to this **Policy**, then:
      1. the **Insurer** shall not be liable under this endorsement for a greater proportion of the **Failed Donation** from such incident than the applicable Limit of Liability under this endorsement bears to the total Limit of Liability of all such other endorsements, and
      2. subject to the Limit of Liability of this endorsement, the maximum liability of the **Insurer** and its affiliates under this endorsement and all such other endorsements attached to this **Policy** combined shall be the amount of the highest available Limit of Liability.
  4. Solely for the purpose of the coverage provided by this endorsement for Donation Assurance Coverage, section VII. Notice of Claim and Multiple Claims A. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:
    - VII. A.: As a condition precedent to their rights to coverage under this endorsement for Donation Assurance Coverage, an **Insured** shall give the **Insurer** written notice of any **Failed Donation** that occurs during the **Policy Period**, as soon as practicable, but in no event later than 30 days after the occurrence of the **Failed Donation**. Further, the **Insured** shall furnish to the **Insurer** proof of loss, duly sworn to, with full particulars, no later than 90 days after the occurrence of such **Failed Donation**.
  5. Notwithstanding the foregoing, the coverage provided by this endorsement for Donation Assurance Coverage is subject to all of the terms and conditions of the Common Policy Terms and Conditions Section of this **Policy**.

Amended Definition of Insured(s)  
Employment Practices Liability Insurance Coverage Section

1. Section III. Additional Definitions F. "**Insured(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
  - III. F.: This **Coverage Section** shall cover **Loss** arising from a **Claim** made against the **Domestic Partner** of an individual **Insured** for a **Claim** arising solely out of his or her status as the **Domestic Partner** of an individual **Insured**, including a **Claim** that seeks damages recoverable from property jointly held by the individual **Insured** and the **Domestic Partner**, or property transferred from the individual **Insured** to the **Domestic Partner**; provided, however, that this extension shall not afford coverage for any **Claim** for any actual or alleged **Wrongful Act** of the **Domestic Partner**, but shall apply only to **Claims** arising out of any **Wrongful Act** of an individual **Insured**.
2. Solely for purpose of the coverage provided by this endorsement, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
  - III.: "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or under the provisions of any formal program established by the **Named Insured**.

Privacy Violation Coverage  
Employment Practices Liability Insurance Coverage Section

1. Solely for purpose of the coverage provided by this endorsement for Privacy Violation Coverage, section III. Additional Definitions I. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
  - III. I.: "**Wrongful Act(s)**" also means a **Privacy Violation**.
2. Solely for purpose of the coverage provided by this endorsement for Privacy Violation Coverage, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:
  - III.: "**Breach Notice Law**" means any state, federal or foreign statute or regulation that requires notice to persons whose **Personal Information** was accessed or may reasonably have been accessed by an unauthorized person.

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III.: **"Personal Information"** means an **Employee's** name in combination with one or more of the following:

1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach-Bliley Act of 1999, including amendments thereto, or
2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, including amendments thereto, or
3. the Employee's social security number, drivers license or state identification number, credit, debit or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allows access to the Employee's financial account information.

III.: **"Privacy Policy"** means the internal or publicly accessible written documents that set forth the **Insured Entity's** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personal Information**.

III.: **"Privacy Violation"** means:

1. theft of **Personal Information** that is in the care, custody or control of the **Insured Entity**, or an independent contractor that is holding or processing such information on behalf of the **Insured Entity**, or
2. the **Insured Entity's** failure to timely disclose an incident or event triggering a violation of any **Breach Notice Law**, or
3. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
  - a. prohibits or restricts the **Insured Entity's** disclosure, sharing or selling of an **Employee's Personal Information**, or
  - b. requires the **Insured Entity** to provide access to **Personal Information** or to correct incomplete or inaccurate **Personal Information** after a request is made by an **Employee**, or
  - c. mandates procedures and requirements to prevent the loss of **Personal Information**.

3. Solely for purpose of the coverage provided by this endorsement, 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.: The amount of \$10,000 shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss** arising from a **Privacy Violation**, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations.

### Social Media Coverage Employment Practices Liability Insurance Coverage Section

1. Solely for the purpose of the coverage provided by this endorsement for Social Media Coverage, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: **"Social Media"** means the use, by an **Insured**, of internet and mobile based tools for sharing and discussing information including but not limited to: Facebook, YouTube, MySpace, LinkedIn, Twitter and any other similar media applications.

III.: **"Workplace Bullying"** means verbal, written or visual intimidation or threats by an **Insured** while acting solely within the course and scope of employment with the **Insured Entity**, including but not limited to the use of **Social Media** to intimidate or threaten.

2. Solely for the purpose of the coverage provided by this endorsement for Social Media Coverage, section III. Additional Definitions A. **"Claim(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. A.: **"Claim(s)"** also means a criminal investigation of the **Insured Entity** by any governmental agency for allegedly hiring or harboring illegal aliens.

3. Solely for the purpose of the coverage provided by this endorsement for Social Media Coverage, section III. Additional Definitions I. **"Wrongful Act(s)"** of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III. I.: **"Wrongful Act(s)"** means any:

III. I.: actual or alleged act by an **Insured** arising from an actual or potential employment relationship with the claimant for hostile or offensive work environment, invasion of privacy and/or **Workplace Bullying** arising out of an **Insured's** use of **Social Media** solely within the course and scope of employment with the **Insured Entity**, or

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III. I.: actual or alleged act of **Workplace Bullying** by an **Insured** and arising from an actual or potential employment relationship with the claimant, or

III. I.: actual or alleged defamation, libel or invasion of privacy of any natural person, other than an **Employee** or applicant for employment, arising out of an **Insured's** use of **Social Media** while acting solely within the course and scope of their employment with the **Insured Entity**.

4. Solely for the purpose of the coverage provided by this endorsement for Social Media Coverage, 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.: The amount of \$10,000 shall be the maximum aggregate Limit of Liability of the **Insurer** for all **Loss**, solely with respect to the coverage provided by this endorsement for Social Media Coverage, which amount shall be part of and not in addition to the Limits of Liability stated in Item 4. of the Declarations.

Wage and Hour Wrongful Acts Coverage with Costs of Defense Sub-Limit  
Employment Practices Liability Insurance Coverage Section

1. Solely for the purpose of the coverage provided by this endorsement for **Wage and Hour Wrongful Acts**, section III. Additional Definitions A. "**Claim(s)**," D. "**Employee**," G. "**Loss**," and I. "**Wrongful Act(s)**" of the Employment Practices Liability Insurance Coverage Section of this **Policy** are deleted in their entirety and replaced with the following:

III. A.: "**Claim(s)**" means a written demand for monetary or non-monetary relief made against an **Insured**, which is solely brought and maintained by a current or former **Employee**; provided, however, the term **Claim** shall not include any grievance or arbitration subject to a collective bargaining agreement. A **Claim** shall be deemed to have been first made at the time notice of the **Claim** is first received by any **Insured**.

III. D.: "**Employee**" means a full-time, part-time, leased, seasonal or temporary individual whose labor or service is engaged by and directed by an **Insured Entity**. **Employee** shall not include equity partners or shareholders, owners, Limited Liability Company members, volunteers, interns, or independent contractors.

III. G.: "**Loss**" means **Costs of Defense** only, up to, but in no event greater than, the sub-limit of \$100,000 per **Policy Period**, which amount shall be part of, and not in addition to, the Limits of Liability stated in Item 4. of the Declarations. **Loss** shall not include **Damages**.

III. I.: "**Wrongful Act(s)**" means **Wage and Hour Wrongful Act(s)**.

2. Solely for the purpose of the coverage provided by this endorsement for **Wage and Hour Wrongful Acts**, section III. Additional Definitions of the Employment Practices Liability Insurance Coverage Section of this **Policy** is amended by the addition of the following:

III.: "**Wage and Hour Wrongful Act(s)**" means any actual or alleged violation by the **Insured** of any federal, state, local, foreign or common law wage and hour laws, including without limitation, the Fair Labor Standards Act, arising from an actual employment relationship with an **Employee**.

3. Solely for the purpose of the coverage provided by this endorsement for **Wage and Hour Wrongful Acts**, section IV. Additional Exclusions H. of the Employment Practices Liability Insurance Coverage Section of this **Policy** is deleted in its entirety.

4. Solely for the purpose of the coverage provided by this endorsement for **Wage and Hour Wrongful Acts**, section VI. Defense, Cooperation and Settlements B. of the Common Policy Terms and Conditions Section of this **Policy** is deleted in its entirety and replaced with the following:

VI. B.: The **Insurer** shall have the right and duty to defend any covered **Claim** for any **Wage and Hour Wrongful Acts**, and shall have the right to select defense counsel. The **Insurer's** right and duty to defend any **Claim** for **Wage and Hour Wrongful Acts** shall end when the **Loss** sub-limit of \$100,000, as defined in this endorsement, has been exhausted by the payment of **Loss**, or has been tendered to, or on behalf of, the **Insured** or to a court of competent jurisdiction.

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.

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