

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Notice: This is a Claims Made and Reported Policy. Please Read carefully.

In consideration of the premium paid and in reliance upon the information provided in and with the **Application**, and subject to the terms, conditions and limitations of this Policy, the INSURER and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

- A. The INSURER will pay on behalf of the **Insureds** all **Loss** in excess of the applicable **Deductible** arising from **Claims** for a **Wrongful Employment Act**, or **Wrongful Third Party Act** (if **Third Party** coverage is purchased), first made against an **Insured** during the **Policy Period** (or **Extended Reporting Period**, if applicable) and reported to the INSURER according to the terms of this Policy.
- B. The INSURER has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false or fraudulent. The INSURER may investigate any **Claim** and settle any **Claim** with the **Insured's** consent as the INSURER deems expedient, but the INSURER is not obligated to pay any **Loss** or defend any **Claim** after the LIMIT OF LIABILITY has been exhausted by payment of **Loss**.

II. DEFINITIONS

- A. "**Application**" means all signed applications, including attachments and materials submitted or required to be submitted to the INSURER, all other information provided to the INSURER for this Policy, and all signed applications including attachments and materials submitted for any policy of which this Policy is a renewal. All information and materials constituting the **Application** shall be considered part of this Policy as if physically attached to this Policy.
- B. "**Claim**" means: (1) any written notice received by any **Insured** that any person or entity intends to hold an **Insured** responsible for a **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable; or (2) any judicial or administrative proceeding initiated against any **Insured** seeking to hold an **Insured** responsible for a **Wrongful Employment Act** or **Wrongful Third Party Act** if applicable, including any proceeding conducted by the Equal Employment Opportunity Commission or similar federal, state or local agency.
- C. "**Defense Costs**" means reasonable and necessary fees and expenses incurred by the INSURER in the defense of a **Claim**. **Defense Costs** include costs of attachment or bonds (without any obligation of the INSURER to furnish any bonds). **Defense Costs** do not include salaries, wages, overhead or benefit expenses of any **Insured**.
- D. "**Discrimination**" means the termination of an employment relationship, the failure to hire or promote, demotion, segregation or classification, or the employment-related defamation of any **Employee** of the **Organization** because of race, color, creed, religion, age, national origin, sex, sexual orientation or preference, gender, disability, handicap, pregnancy, marital or familial status, veteran status or other protected military status, or other protected class or characteristic established under applicable federal, state or local statute, ordinance or common law.
- E. "**Employee**" means any person whose labor or service is engaged and directed by the **Organization** and includes applicants for employment, leased, part-time, seasonal and temporary workers, and volunteers.
- F. "**Harassment**" means sexual harassment including unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual nature that is made a

condition of employment or used as a basis for employment decisions, and other conduct of a non-sexual nature which creates a work environment that is hostile, intimidating or offensive.

- G. "**Insured**" means the **Organization**, former or current Directors, Officers, Partners, Trustees, Managing Members or **Employees** of the **Organization**, and the estates, heirs, legal representatives or assigns of an individual **insured** in the event of that individual's death, incapacity or bankruptcy.
- H. "**Interrelated Wrongful Employment Acts**" shall mean **Wrongful Employment Acts**, or **Wrongful Third Party Acts** if applicable, that have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.
- I. "**Loss**" means any amount that the **Insureds** are legally obligated to pay solely as a result of a **Claim**, including judgments; pre- and post-judgment interest; settlements; back pay; front pay; damages for mental anguish or emotional distress; compensatory damages; statutory attorneys' fees; liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act, and punitive damages to the extent such punitive or liquidated damages are insurable under the law pursuant to which this Policy is construed; provided the INSURER is not obligated to pay any **Loss** or defend any **Claim** after the LIMIT OF LIABILITY has been exhausted by payment of **Loss**.
- J. "**Organization**" means the entity named in Item 1 of the DECLARATIONS and any **Subsidiary** of the **Organization** as of the inception of this Policy.
- K. "**Policy Period**" means the period from the inception date of this Policy to the Policy expiration date provided in the DECLARATIONS, or its earlier cancellation or termination date, if applicable.
- L. "**Retaliation**" means unlawful or abusive treatment of an **Employee** that results from an **Employee's** exercise or attempted exercise of her/his rights under law, including rights as a "whistle-blower", labor organizer, or strike or slowdown participant under any federal, state, local statutory or common law.
- M. "**Subsidiary**" means any entity which, on or before the inception of this Policy, is more than 50% owned by the **Organization**, either directly or indirectly through one or more of its Subsidiaries. **Subsidiary** shall also include any entity whose **Employees** total less than 25% of the total work force of the **Organization** as of the inception date of this Policy, and which becomes a **Subsidiary** during the **Policy Period**; provided the **Organization** shall provide the INSURER with information and material of the new **Subsidiary** as soon as practicable, but no later than 60 days after acquiring the **Subsidiary**, or the expiration of this Policy, whichever is earlier. An entity which becomes a **Subsidiary** during the **Policy Period** whose **Employees** total 25% or more of the total work force of the **Organization** as of the inception date of this Policy shall be covered as a **Subsidiary** only if: (1) the **Organization** provides written notice to the INSURER of such **Subsidiary** as soon as practicable, but not more than 60 days after the entity becomes a **Subsidiary**; (2) the **Organization** provides the INSURER with such information as the INSURER requests from the **Organization**; (3) the **Organization** accepts the terms, conditions, exclusions or additional premium charge as may be required; and (4) the INSURER, at its sole discretion, agrees to provide such coverage. A **Subsidiary** which is sold or dissolved shall continue to be an **Insured**, but only with respect to **Claims** first made during this **Policy Period** or **Extended Reporting Period**, if applicable, arising out of **Wrongful Employment Acts**, or **Wrongful Third Party Acts** if applicable, committed or allegedly committed during the time that the entity was a **Subsidiary** of the **Organization**.
- N. "**Third Party**" means any person who is a customer, vendor, service provider or other business invitee of the **Organization**.
- O. "**Third Party Claim**" means any written demand or notice received by an **Insured** alleging that an **Insured** has committed a **Wrongful Third Party Act**. **Third Party Claim** includes a civil, administrative, alternative dispute resolution or other legal proceeding, including but not limited

to a charge of discrimination filed with the Equal Employment Opportunity Commission ("EEOC") or equivalent state agency. **Third Party Claim** shall not include any labor or grievance arbitration pursuant to a collective bargaining agreement.

P. "**Wrongful Employment Act**" means any actual or alleged act of:

- (1) **Discrimination**;
- (2) **Harassment**;
- (3) **Retaliation**;
- (4) **Wrongful Termination**;
- (5) Employment related misrepresentation;
- (6) Negligent evaluation, training or supervision of **Employees**;
- (7) Failure to enforce adequate policies and procedures relating to any **Wrongful Employment Act**;
- (8) Wrongful discipline;
- (9) Wrongful deprivation of career opportunity;
- (10) Negligent violation of the Family and Medical Leave Act of 1993; or
- (11) Acts described in clauses (1) through (10) above arising out of the use of the **Organization's** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** Internet, e-mail, telecommunication or similar systems.

Q. "**Wrongful Termination**" means the actual or constructive termination of an employment relationship in a manner that is against the law or in breach of an implied agreement to continue employment. **Wrongful Termination** shall include retaliatory discharge.

R. "**Wrongful Third Party Act**" means:

- (1) **Discrimination** against a **Third Party** because of race, color, creed, religion, age, national origin, sex, sexual orientation or preference, gender, disability, handicap, pregnancy, marital or familial status, Vietnam era veteran status or other protected military status, or protected class, or characteristic established under applicable federal, state or local statute, ordinance or common law;
- (2) Harassing conduct of a sexual or a non-sexual nature directed toward a **Third Party**;
- (3) **Retaliation** directed towards a **Third Party**.

III. EXCLUSIONS

The INSURER shall not be liable to make payment for **Loss** or **Defense Costs** in connection with any **Claim** made against any **Insured** arising out of, directly or indirectly resulting from or in consequence of, or in any way involving:

- A. Any actual or alleged bodily injury, sickness, disease or death of any person, or damage to or destruction of any tangible property including any resulting loss of use of property; provided that this exclusion shall not apply to **Claims** for mental anguish, emotional distress, invasion of privacy, humiliation, libel, slander or defamation that result from a **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable;
- B. Arising out of, based upon or in any way involving any actual or alleged **Wrongful Employment Act** or **Wrongful Third Party Act** that occurred prior to the RETROACTIVE DATE set forth in the DECLARATIONS.
- C. Any pension, profit sharing, welfare benefit or other employee benefit program established in whole or in part for the benefit of any Individual **Insured**, or based upon, arising out of or in any

way involving the Employee Retirement Income Security Act of 1974 (or any amendments thereof or regulations promulgated thereunder) or similar provisions of any federal, state or local statutory law or common law; any workers' compensation, social security, or disability benefits law, insurance benefits or unemployment compensation law; the National Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Occupational Safety and Health Act; rules or regulations promulgated under and amendments to or similar provisions of any federal, state or local statutory law or common law for the aforementioned Acts; provided that this exclusion shall not apply to the part of any **Claim** for actual or alleged **Retaliation**;

- D. Any pending or prior litigation or administrative or regulatory proceeding of which an **Insured** had written notice before the inception date of this Policy; any fact, circumstance, event, situation, or **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable, which before the inception date of this Policy was the subject of any notice under any other similar policy of insurance; or any future **Claims** or litigation based upon the pending or prior litigation or derived from the same or essentially the same facts, actual or alleged; provided that, if this Policy is a renewal of a policy or policies previously issued by the INSURER and if the coverage provided by the INSURER was continuous from the inception date of the first such other policy to the inception date of this Policy, the reference in this exclusion will mean the inception date of the first policy under which the INSURER began to provide continuous coverage to the **Insured**;
- E. Any severance pay, damages determined to be owed under an express contract (oral or written), including a contract of employment or an express obligation to make such payments in the event of the termination of employment, payments for stock option or stock appreciation rights, bonus, commission or unpaid wages for hours or work performed;
- F. Any liability or costs incurred by any **Insured** to modify any real or personal property in order to make the real or personal property accessible or accommodating to any disabled person;
- G. Any lockout, strike, picket line, replacement of worker(s) or other similar actions resulting from labor disputes or labor negotiations; provided that this exclusion will not apply to a **Claim** for actual or alleged **Retaliation**;
- H. Any **Claim** against any **Subsidiary** or it's **Insureds** for any **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable, occurring prior to the date that such entity became a **Subsidiary** or any **Wrongful Employment Act** or **Wrongful Third Party Act** occurring at any time that such entity is not a **Subsidiary**;
- I. Any damages which the **Insured** is legally obligated to pay by reason of the assumption of another's liability for a **Wrongful Employment Act** or **Wrongful Third Party Act** in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Insureds** under this Policy, **Claims** made or suits brought for **Wrongful Employment Acts**, or **Wrongful Third Party Acts** if applicable, the INSURER's liability is limited as follows:

- A. The LIMIT OF LIABILITY specified in the DECLARATIONS as aggregate shall be the maximum liability for **Loss** from all **Claims** to which this Policy applies.
- B. The LIMIT OF LIABILITY specified in the DECLARATIONS as the Limit or Sublimit for each **Claim** shall be the maximum liability for **Loss** for each **Claim** to which this Policy applies.
- C. **Defense Costs** shall be part of and not in addition to the LIMIT OF LIABILITY shown in the DECLARATIONS, and **Defense Costs** shall reduce the LIMIT OF LIABILITY and shall also be applied to the **Deductible**.

- D. Subject to the Limits of Liability provisions stated above, the INSURER shall be liable to pay only **Defense Costs** and **Loss** in excess of the **Deductible** specified in the DECLARATIONS hereof with respect to each **Claim** to which this coverage part applies.
- E. The INSURER shall have no obligation to pay any part or all of the **Deductible** specified in the DECLARATIONS for any **Claim** on behalf of any **Insured**. If the INSURER, at its sole discretion, elects to pay any part or all of the **Deductible**, the **Insureds** agree to repay such amounts to the INSURER upon demand.
- F. The LIMIT OF LIABILITY for the **Extended Reporting Period**, if applicable, shall be a part of and not in addition to the Limit specified in the DECLARATIONS.
- G. **Interrelated Wrongful Employment Acts** shall be considered a single **Claim** and shall be considered first made during the **Policy Period**, or **Extended Reporting Period** if applicable, in which the earliest **Claim** arising out of such **Wrongful Employment Act(s)**, or **Wrongful Third Party Act(s)** if applicable, was first made and all **Loss** for such **Claims** shall be subject to the one LIMIT OF LIABILITY that applies to such earliest **Claim**.
- H. The LIMIT OF LIABILITY for this Policy shall apply separately to each consecutive annual period starting with the beginning of the **Policy Period** shown in the DECLARATIONS. If this Policy is issued for a period of more than 12 months but less than 24 months, or if the **Policy Period** is extended after issuance, the additional period will be deemed part of the last annual preceding period for the purposes of determining the LIMIT OF LIABILITY.

V. SPOUSAL EXTENSION

If a **Claim** against an individual **Insured** includes a **Claim** against the lawful spouse of such Individual **Insured** solely by reason of (a) such spousal status, or (b) such spouse's ownership interest in property or assets that are sought as recovery for a **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable, any **Loss** which such spouse becomes legally obligated to pay on account of such **Claim** shall be deemed **Loss** which the Individual **Insured** becomes legally obligated to pay as a result of the **Claim**. All definitions, exclusions, terms and conditions of this Policy, including the **Deductible**, applicable to any **Claim** against or **Loss** sustained by such Individual **Insured** shall also apply to such spousal **Claim** or **Loss**. Coverage afforded by this Section V. shall not apply to the extent the **Claim** alleges any wrongful act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse.

VI. EXTENDED REPORTING PERIOD

A. If the INSURER or the **Organization** declines to renew or non-renews this Policy, or if the INSURER cancels this Policy for reason other than non-payment of premium, the **Organization** shall have the right to purchase an **Extended Reporting Period** of coverage granted by this Policy to report any **Claim(s)** first made against the **Insured** during the 12 months, the 24 months or the 36 months following the date of the non-renewal or cancellation (depending upon the **Extended Reporting Period** purchased) but only with respect to any **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable, committed before the date of the non-renewal or cancellation.

The additional premium for the **Extended Reporting Period** shall be 75% of the annual premium set forth in the DECLARATIONS for the 12-month period; 125% of the annual premium set forth in the DECLARATIONS for the 24-month period; or 175% of the annual premium for the 36-month period. The **Extended Reporting Period** begins on the termination date of the Policy. The **Organization** must notify the INSURER in writing and must pay the additional premium set forth above no later than 30 days after the effective date of the non-renewal or cancellation.

B. All premium paid with respect to an **Extended Reporting Period** shall be deemed fully earned as of the first day of the **Extended Reporting Period**. For the purpose of this clause, any change in premium terms or terms on renewal shall not constitute a refusal to renew.

C. The Limits of Liability available during the **Extended Reporting Period** shall not exceed the balance of the Limits of Liability in effect at the time this Policy is terminated.

D. Coverage for **Claim(s)** first received and reported during the **Extended Reporting Period** shall be excess over any other valid and collectible insurance providing substantially the same coverage as this Policy.

VII. DEFENSE AND SETTLEMENT

The **Insureds** shall not demand or agree to arbitration of any **Claim** without the written consent of the INSURER. The **Insureds** shall not, except at personal cost, make any payment, admit any liability, settle any **Claims**, assume any obligation, or incur any expense or **Defense Costs** without the INSURER's written consent. The INSURER, as it deems expedient, has the right to investigate, adjust, defend, appeal, and with the consent of the **Insured**, negotiate the settlement of any **Claim** whether within or above the **Deductible**. If the **Insureds** refuse to consent to any settlement recommended by the INSURER, the **Insureds** shall thereafter be obligated to negotiate and defend such **Claim** independently of the INSURER. Subject to the LIMIT OF LIABILITY, the liability of the INSURER for such **Claim** is limited to the amount in excess of the **Deductible** which the INSURER would have contributed to the settlement had the **Insureds** consented to settlement plus **Defense Costs** covered by the Policy incurred up to the date of the refusal to settle.

The **Insureds** agree to cooperate with the INSURER on all **Claims**, and provide such assistance and information as the INSURER may reasonably request. Upon the INSURER's request, the **Insureds** shall submit to examination and interrogation by a representative of the INSURER, under oath if required, and shall attend hearings, depositions, trials and shall assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the INSURER's representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the INSURER. The **Insureds** further agree not to take any action which may increase the **Insured's** exposure for **Loss** or **Defense Costs**.

The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which the **Insureds** may have, including the execution of such documents as are necessary to enable the INSURER to bring suit in their names, and shall provide all other assistance and cooperation which the INSURER may reasonably require.

VIII. NOTICE CLAIM REPORTING PROVISIONS

Notice hereunder shall be given in writing to the INSURER. If mailed, the date of mailing of such notice shall constitute the date that such notice was given, and proof of mailing shall be sufficient proof of notice.

The **Insured** shall, as a condition precedent to the obligations of the INSURER under this Policy, give written notice to the INSURER of any **Claim** made against the **Insured** as soon as practicable during the **Policy Period**. There shall be no coverage for any **Claim** reported to the INSURER later than 60 days after the expiration of this Policy, or by the end of any applicable **Extended Reporting Period**.

If written notice of a **Claim** has been given to the INSURER pursuant to Clause VIII. A. above, then any **Claim** which is subsequently made against the **Insured** and reported to the INSURER alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** of which such notice has been given, or alleging any **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable, which is the same as or related to any **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable, alleged in the **Claim** of which such notice has been given, shall be considered made at the time such notice was given.

If during the **Policy Period** the **Insured** shall become aware of any circumstances which may reasonably be expected to give rise to a **Claim** being made against an **Insured**, the **Insured** shall give written notice to the INSURER of the circumstances and the reasons for anticipating such a **Claim** with full particulars as to dates and persons involved. Any **Claim** which is subsequently made against an **Insured** and reported to the INSURER alleging, arising out of, based upon or attributable to such circumstances or alleging any **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable,

which is the same as or related to any **Wrongful Employment Act**, or **Wrongful Third Party Act** if applicable, alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given to the INSURER.

IX. CANCELLATION OR NON-RENEWAL

This Policy may be canceled by the **Organization** stated on the DECLARATIONS by mailing to the INSURER written notice at its address requesting cancellation stating when thereafter such cancellation shall be effective. If canceled by the **Organization**, the INSURER shall retain the customary short rate portion of the premium.

The INSURER may cancel this Policy by mailing to the **Organization** written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective(10 days for nonpayment of premium). If this Policy is canceled by the INSURER, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected, or as soon as practicable after the time of cancellation.

In the event the INSURER refuses to renew this Policy, the INSURER shall mail to the **Organization**, not less than 60 days prior to the expiration of the Policy, written notice of non-renewal. Such notice shall be conclusive on all **Insureds**.

The mailing of notice of cancellation or non-renewal shall be sufficient notice and the effective date of cancellation or non-renewal stated in any such notice shall become the end of the **Policy Period**. Delivery of such written notice by the **Organization** or the INSURER shall be equivalent to the mailing.

X. REPRESENTATIONS AND SEVERABILITY

- A. The **Insureds** represent that the particulars and statements contained in the **Application** are true and agree that: (1) those particulars and statements are the basis of this Policy and are to be considered as incorporated into and constituting a part of the Policy; (2) those particulars and statements are material to the acceptance of the risk assumed by the INSURER; and (3) this Policy is issued in reliance upon the truth of such representations.
- B. Except for material facts or circumstances known to the person or persons signing the **Application**, no statement in the **Application** or knowledge or information possessed by an **Insured** shall be imputed to any other **Insured** for the purpose of determining the availability of coverage.

XI. SUBROGATION

In the event of any payment under this Policy, the INSURER shall be subrogated to the **Insured's** right of recovery against any person or entity, and the **Insured** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such subrogation rights.

XII. CHANGES

Notice to any agent or knowledge by any agent shall not effect a waiver or change in any part of this Policy or stop the INSURER from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by an endorsement, issued by the INSURER to form a part of this Policy.

XIII. AUTHORIZATION CLAUSE AND NOTICES

By acceptance of this Policy, all **Insureds** agree that the **Organization** shall act on behalf of all **Insureds** with respect to the giving and receiving of any return premiums that may become due under this Policy. Notice to the **Organization** shall be directed to the entity or individual named in the **Application**, or such other person as shall be designated by the **Organization** in writing, at the address of the **Organization**. Such notice shall be deemed to be notice to all **Insureds**. The **Organization** shall be the agent of all **Insureds** to effect changes in the Policy or to purchase an **Extended Reporting Period**.

XIV. ASSIGNMENT

Assignment of interest under this Policy shall not bind the INSURER unless its consent is endorsed to the Policy.

XV. OTHER INSURANCE

Unless expressly written to be excess over other applicable insurance, it is intended that the insurance provided by this Policy shall be primary. In the event there is other primary insurance, then each INSURER shall contribute in equal amounts up to the applicable limits of liability for each INSURER.

XVI. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.

XVII. CHANGES IN EXPOSURE

If after the inception date of this Policy: (1) the **Organization** consolidates with or merges into another entity, or sells all or substantially all of its assets; or (2) any person, entity or group of persons or entities acting in concert acquire all or substantially all of the assets of the **Organization**; or (3) the **Organization** offers or sells any securities issued by the **Organization** in a transaction not exempt from registration under the Securities Act of 1933 or acquires the securities of a publicly traded entity such that the entity would become a **Subsidiary** of the **Organization**; or (4) a receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to the **Organization**; then the above events shall be referred to as a "Change in Control."

This Policy shall continue in full force and effect for **Wrongful Employment Acts**, or **Wrongful Third Party Acts** if applicable, occurring before the Change in Control, but coverage will cease with respect to actual or alleged **Wrongful Employment Acts**, or **Wrongful Third Party Acts** if applicable, occurring after the Change in Control. The entire premium for this Policy shall be deemed earned. The **Organization** shall have the right to an offer by the INSURER of an **Extended Reporting Period** described in Section VI of this Policy.

The **Organization** shall give the INSURER written notice of the Change in Control as soon as practicable, but not later than 30 days after the effective date of the Change in Control.

XVIII. ACTION AGAINST THE INSURER

- A. No action shall lie against the INSURER unless as a condition precedent, there shall have been full compliance with all of the terms of this Policy, and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial, or by written agreement of the **Insured**, the claimant or the claimant's legal representative, and the INSURER.
- B. Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the INSURER as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the INSURER be impleaded by the **Insured** or their legal representatives. Bankruptcy or insolvency of the **Insured** or their successors in interest shall not relieve the INSURER of its obligations hereunder.

XIX. ACCEPTANCE

This Policy embodies all agreements existing between the parties hereunder or any of their agents relating to this insurance.