



ACE EXPRESS Not-For-Profit Organization Management Indemnity Package

Insured Persons and Organization Coverage Section

In consideration of the payment of premium, in reliance on the **Application** and subject to the Declarations, and terms and conditions of this **Policy**, the **Insurer** and the **Insureds** agree as follows.

A. INSURING CLAUSES

1. The **Insurer** shall pay the **Loss** of the **Insured Persons** for which the **Insured Persons** are not indemnified by the **Organization** and which the **Insured Persons** have become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** during the **Policy Period** or, if elected, the **Extended Period**, and reported to the **Insurer** pursuant to section E.1 herein, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.
2. The **Insurer** shall pay the **Loss** of the **Organization** for which the **Organization** has indemnified the **Insured Persons** and which the **Insured Persons** have become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** during the **Policy Period** or, if elected, the **Extended Period**, and reported to the **Insurer** pursuant to section E.1 herein, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.
3. The **Insurer** shall pay the **Loss** of the **Organization** which the **Organization** becomes legally obligated to pay by reason of a **Claim** first made against the **Organization** during the **Policy Period** or, if applicable, the **Extended Period**, and reported to the **Insurer** pursuant to section E.1 herein, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.
4. **Special Event Management Coverage**

The **Insurer** shall pay the **Special Event Management Expense** for which the **Organization** becomes legally obligated to pay by reason of a **Special Event** first occurring during the **Policy Period**, but only up to the limit of liability for the **Special Event Management Fund**.

B. DEFINITIONS

1. **Adverse Publicity** means the publication of unfavorable information regarding the **Organization** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the **Organization** to conduct business. Such publication must occur in a report about an **Insured** appearing in:
 - a) a daily newspaper of general circulation; or
 - b) a radio or television news program.
2. **Claim** means:
 - a) a written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
 - b) a written demand by one or more of the securities holders of the **Organization** upon the board of directors or the management board of the **Organization** to bring a civil proceeding against any of the **Insured Persons** on behalf of the **Organization**;
 - c) a civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
 - d) a criminal proceeding against any **Insured**, commenced by a return of an indictment or similar document, or receipt or filing of a notice of charges;

- e) an arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief;
 - f) a civil, administrative or regulatory proceeding against any **Insured** commenced by the filing of a notice of charges or similar document;
 - g) a civil, criminal, administrative or regulatory investigation commenced by the service upon or other receipt by any natural person **Insured** of a written notice, investigative order, or subpoena from the investigating authority identifying such natural person **Insured** as an individual, against whom a proceeding described in paragraphs c, d or f immediately above may be commenced; or
 - h) a written request of the **Insured** to toll or waive a statute of limitations relating to a **Claim** described in paragraphs a through g immediately above.
3. **Continuity Date** means the date set forth in Item C of the Declarations relating to this Coverage Section.
4. **Costs, Charges and Expenses** means:
- a) reasonable and necessary legal costs, charges, fees and expenses incurred by the **Insurer**, or by any **Insured** with the **Insurer's** consent, in defending **Claims** and the premium for appeal, attachment or similar bonds arising out of covered judgments, but with no obligation to furnish such bonds and only for the amount of such judgment that is up to the applicable Limit of Liability; and
 - b) reasonable and necessary legal costs, charges, fees and expenses incurred by any of the **Insureds** in investigating a written demand, by one or more of the securities holders of the **Organization** upon the board of directors or the management board of the **Organization**, to bring a civil proceeding against any of the **Insured Persons** on behalf of the **Organization**.
- Costs, Charges and Expenses** do not include salaries, wages, fees, overhead or benefit expenses of or associated with officers or employees of the **Organization** or **Special Event Management Expenses**.
5. **Employee** means any past, present or future:
- a) full-time, part-time, seasonal, or temporary employee of the **Organization**, other than an **Executive**, but only while that person is acting in the capacity as such;
 - b) person leased to the **Organization** so long as such person is working solely for the **Organization** and only for conduct within his or her duties, but only if the **Organization** indemnifies such leased person in the same manner as the **Organization's** employees; and
 - c) volunteer whose labor or services is engaged and directed by the **Organization**, but only while that person is acting in the capacity as such.
6. **Executive** means any past, present or future:
- a) duly elected or appointed director, officer, trustee, trustee emeritus, executive director, department head or committee member (of a duly constituted committee) of the **Organization**;
 - b) the functional equivalent of an **Executive** listed in paragraph a above in the event the **Organization** is incorporated or domiciled outside the United States; or
 - c) General Counsel and Risk Manager (or equivalent position) of the **Parent Organization**.
7. **Excess Benefit** means an excess benefit as defined in the Taxpayer Bill of Rights Act 2, 26 U.S.C. 4958.
8. **Insured** means the **Organization** and any **Insured Person**.
9. **Insured Person** means any:

- a) **Executive** of an **Organization**;
 - b) **Employee** of an **Organization**; or
 - c) **Outside Entity Executive**.
10. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of facts, circumstances, situations, events, transactions or causes.
11. **Loss** means damages, judgments, settlements, pre-judgment or post-judgment interest awarded by a court, and **Costs, Charges and Expenses** incurred by **Insured Persons** under Insuring Clauses 1 or 2, or the **Organization** under Insuring Clause 3.

Loss also means any **Excess Benefits** penalty assessed in the amount of 10% by the Internal Revenue Service (herein known as the "IRS") against any **Insured** for management's involvement in the award of an **Excess Benefit** and **Costs, Charges and Expenses** attributable thereto. Provided, however, **Loss** shall not include:

- i) any 25% penalty assessed by the **IRS** against an **Insured** deemed to have received an **Excess Benefit**;
- ii) **Costs, Charges or Expenses** incurred to defend an **Insured Person** if it has been determined in fact that such **Insured Person** received an **Excess Benefit**; or
- iii) any 200% penalty assessed by the **IRS** for failure to correct the award of an **Excess Benefit**.

Loss does not include:

- a) taxes, fines or penalties, except an **Excess Benefits** penalty as set forth above;
- b) matters uninsurable under the laws pursuant to which this **Policy** is construed;
- c) punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or multiplied portion of any multiplied damage award are insurable under the internal laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insureds, Insurer, this Policy** or the **Claim** giving rise to such damages;
- d) the cost of any remedial, preventative or other non-monetary relief, including without limitation any costs associated with compliance with any such relief of any kind or nature imposed by any judgment, settlement or governmental authority;
- e) any amount for which the **Insured** is not financially liable or legally obligated to pay;
- f) the costs to modify or adapt any building or property to be accessible or accommodating, or more accessible or accommodating, to any person; or,
- g) **Special Event Management Expense**.

Subject to the other terms, conditions and exclusions of this **Policy**, **Loss** shall also include **Costs, Charges and Expenses** for items specifically excluded from **Loss** pursuant to (a) through (f) above, including, but not limited to, **Costs, Charges and Expenses** incurred in connection with a **Tax Claim**.

12. **Outside Entity** means:

- a) any non-profit company in which any **Insured Person** is a director, officer, trustee, governor, executive director or similar position of such non-profit company; and
- b) any other company specifically identified by endorsement to this **Policy**.

13. **Personal Injury Offense** means:
- a) libel, slander, defamation or publication or utterance in violation of an individual's right of privacy;
 - b) wrongful entry or eviction or other invasion of the right of occupancy; or,
 - c) false arrest or wrongful detention.
14. **Publisher's Liability** means any actual or alleged infringement of trademark or copyright, unauthorized use of title, plagiarism, or misappropriation of ideas.
15. **Special Event** means one of the following, except where coverage is otherwise excluded under Exclusions 1(b) or (k) of this Coverage Section:
- a) The incapacity, death or state or federal criminal indictment of an **Insured Person** for whom the **Organization** has purchased and continues to maintain key individual life insurance;
 - b) The cancellation, withdrawal or revocation of \$100,000 or more in funding, donation(s), grant(s) or bequest(s) by a non-government entity or person to the **Organization**;
 - c) The disclosure by the **Organization** of (1) its intention to file or its actual filing for protection under federal bankruptcy laws; or, (2) a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the **Organization**;
 - d) The disclosure by the **Organization** of the threatened or actual commencement by a third-party of an action, audit or investigation alleging a **Wrongful Employment Practice** (as defined in the Employment Practices Coverage Section) by the **Organization** which has caused or is reasonably likely to cause **Adverse Publicity**;
 - e) The commencement or threat of litigation or other proceedings by any governmental or regulatory agency against an **Organization**;
 - f) An accusation that an **Insured Person**, or an individual for whom an **Insured** is legally responsible for, has intentionally caused bodily injury to, or death of, or has sexually abused any person in the performance of his or her duties with the **Organization**;
 - g) An **Employee** of the **Organization** was the victim of a violent crime while on the premises of the **Organization**;
 - h) A child was abducted or kidnapped while under the care or supervision of the **Organization**; or
 - i) Any other material event which, in the good faith opinion of the **Organization**, has caused or is reasonably likely to result in **Adverse Publicity**, but only if such material event is scheduled for coverage by written endorsement to this **Policy**.
16. **Special Event Management Expense** means the following expenses incurred by the **Organization** during a period beginning 90 days prior to and in reasonable anticipation of a **Special Event** and ending 90 days after an actual or reasonably anticipated **Special Event**, irrespective of whether a **Claim** is actually made with respect to the subject **Special Event**; provided, however, that the **Insurer** must have been notified of the **Special Event Management Expense** within 30 days of the date the **Organization** first incurs the subject **Special Event Management Expense**:
- a) The reasonable and necessary expenses directly resulting from a **Special Event** which the **Organization** incurs for **Special Event Management Services** provided to the **Organization** by a **Special Event Management Firm**, and
 - b) The reasonable and necessary expenses directly resulting from a **Special Event** which the **Organization** incurs for: (a) advertising, printing, or the mailing of matter relevant to the **Special Event**, and (b) out of

pocket travel expenses incurred by or on behalf of the **Organization** or the **Special Event Management Firm**; provided, however, **Special Event Management Expense** does not include those amounts which otherwise would constitute compensation, benefits, fees, overhead, charges or expenses of an **Insured** or any of the **Insured's Employees**.

17. **Special Event Management Firm** means a marketing firm, public relations firm, law firm, or other professional services entity retained by the **Insurer**, or by the **Organization** with the **Insurer's** prior written consent, to perform **Special Event Management Services** arising from a **Special Event**.
18. **Special Event Management Fund** means the amount set forth in Item H of the Declarations.
19. **Special Event Management Services** means the professional services provided by a **Special Event Management Firm** in counseling or assisting the **Organization** in reducing or minimizing the potential harm to the **Organization** caused by the public disclosure of a **Special Event**.
20. **Tax Claim** means a **Claim** seeking an assessment of taxes, initial taxes, additional taxes, tax deficiencies, excise taxes or penalties pursuant to the following sections of the Internal Revenue Code of 1986 (as amended):
 - a) Section 4911 (tax on excess expenditures to influence legislation);
 - b) Section 4940 (a) (tax on net investment income of tax-exempt foundations);
 - c) Section 4941 (taxes on self-dealing);
 - d) Section 4942 (taxes on failure to distribute income);
 - e) Section 4943 (taxes on excess business holding);
 - f) Section 4944 (taxes on investments which jeopardize charitable purpose);
 - g) Section 4945 (taxes on taxable expenditures);
 - h) Section 6652 (c) (1) (A) and (B) (penalties for failure to file certain information returns or registration statements);
 - i) Section 6655 (a) (1) (penalties for failure to pay estimated income tax); and
 - j) Section 6656 (a) and (b) (penalties for failure to make deposit of taxes).
21. **Wrongful Act** means any actual or alleged error, omission, misleading statement, misstatement, neglect, breach of duty, **Publishers' Liability** or **Personal Injury Offense** allegedly committed or attempted by:
 - a) any **Insured Person**, while acting in the capacity as such, or any matter claimed against any **Insured Person** solely by reason of his or her serving in such capacity;
 - b) any **Insured Person**, while acting in the capacity as a director, officer, trustee, governor, executive director or similar position of any **Outside Entity** where such service is with the knowledge and consent of the **Organization**;
 - c) the **Organization**, but only with respect to Insuring Clause 3 of this Coverage Section;
 - d) with respect to all **Insureds**, subject to 21 a), b) and c) above, **Wrongful Act** shall specifically include violations of the Sherman Antitrust Act or similar federal, state or local statutes or rules.

C. EXCLUSIONS

1. Exclusions Applicable To All Insuring Clauses

Except as limited under Insuring Agreement 4, **Special Event** Management Coverage, the **Insurer** shall not be liable for **Loss** under this Coverage Section on account of any **Claim**:

- a) for actual or alleged bodily injury, sickness, disease, death, false imprisonment, mental anguish, emotional distress, or damage to or destruction of any tangible or intangible property including loss of use thereof, whether or not such property is physically injured;
- b) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of which this **Policy** is a renewal or replacement or which it succeeds in time; or
 - (ii) any other **Wrongful Act**, whenever occurring, which together with a **Wrongful Act** which has been the subject of such prior notice, would constitute **Interrelated Wrongful Acts**;
- c) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 - (ii) any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so;

provided, however, this exclusion shall not apply to any **Claim** brought directly, derivatively or otherwise by one or more members of the **Organization** in their capacity as such, or, except as to **Clean Up Costs**, to any **Non-Indemnifiable Loss** of an **Insured Person**, or **Loss** of an **Insured Person** for which the **Organization** does not indemnify such **Insured Person** because of either the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate the **Organization**, or because of the **Organization** becoming a debtor-in-possession.

For purposes of this exclusion:

Clean Up Costs means expenses, including but not limited to legal and professional fees, incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of **Pollutants**;

Non-Indemnifiable Loss means **Loss** for which a **Organization** has not indemnified, and is not permitted or required to indemnify, an **Insured Person** pursuant to law or contract or the charter, bylaws, operating agreement or similar documents of a **Organization**;

Pollutants means any substance exhibiting any hazardous characteristics as defined by, or identified on, a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous, biological, bacterial or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials (including materials to be reconditioned, recycled or reclaimed). **Pollutants** shall also mean any other air emission or particulate, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, noise, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but does not include any fungi intended by the **Insured** for consumption) and electric or magnetic or electromagnetic field;

- d) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory or common law;
- e) brought by or on behalf of the **Organization** against any **Insured Person**; provided, however, this exclusion shall not apply to any derivative **Claim** made on behalf of the **Organization** by a member, an attorney general or any other such representative party if such action is brought and maintained totally independently of and totally without the solicitation, assistance, active participation or intervention of any **Insured Person** or the **Organization**; provided, however, that **Whistleblower Conduct** by an **Insured Person**, other than a director or equivalent position, shall not be considered solicitation, assistance, active participation, or intervention of an **Insured Person**.

Provided further that this exclusion shall not apply to any **Claim** that is brought or maintained by any bankruptcy or insolvency trustee or bankruptcy appointed representative of the **Organization**, or receiver, examiner, liquidator or similar official for the **Organization**.

For purposes of this exclusion, **Whistleblower Conduct** means any of the activity set forth in 18 U.S.C. Sec. 1514A(a), engaged in by a whistleblower with a federal regulatory or law enforcement agency, Member of Congress or any committee of Congress, or person with supervisory authority over the whistleblower, or an enforcement action by the whistleblower set forth in 18 U.S.C. Sec. 1514A (b).

- f) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
 - (i) any deliberately fraudulent or criminal act of an **Insured**; provided, however this exclusion f)(i) shall not apply unless and until there is a final adjudication against such **Insured** as to such conduct; or
 - (ii) the gaining of any profit, remuneration or financial advantage to which any **Insured Person** was not legally entitled; provided, however this exclusion f)(ii) shall not apply unless and until there is a final adjudication against such **Insured Person** as to such conduct.
- g) for the return by any **Insured Person** of any remuneration paid to him or her without the previous approval of the appropriate governing body of the **Organization** or **Outside Entity**, which payment without such previous approval shall be held to be in violation of law;
- h) against any **Insured Person** of any **Subsidiary** or against any **Subsidiary** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** actually or allegedly committed or attempted by a **Subsidiary** or **Insured Person** thereof, before the date such entity became a **Subsidiary** or after the date such entity ceased to be a **Subsidiary**;
- i) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** actually or allegedly committed subsequent to a **Takeover**;
- j) for a **Wrongful Act** actually or allegedly committed or attempted by any **Insured Person** in his or her capacity as a director, officer, trustee, manager, member of the board of managers or equivalent executive of a limited liability company or employee of, or independent contractor for or in any other capacity or position with any entity other than the **Organization**; provided, however, that this exclusion shall not apply to **Loss** resulting from any such **Claim** to the extent that:
 - (i) such **Claim** is based on the service of any **Insured Person** as a director, officer, trustee, governor, executive director or similar position of any **Outside Entity** where such service is with the knowledge and consent of the **Organization**; and
 - (ii) such **Outside Entity** is not permitted or required by law to provide indemnification to such **Insured Person**; and
 - (iii) such **Loss** is not covered by insurance provided by any of the **Outside Entity's** insurer(s);
- k) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:

- (i) any prior or pending litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry filed or pending on or before the **Continuity Date**; or
 - (ii) any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry;
- l) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving:
- (i) improper payroll deductions, unpaid wages or other compensation, misclassification of employee status, or any violation of any law, rule or regulation, or amendments thereto, that governs the same topic or subject; or
 - (ii) any other employment or employment-related matters brought by or on behalf of or in the right of an applicant for employment with the **Organization**, or any **Insured Person**, including any voluntary, seasonal, temporary, leased or independently-contracted employee of the **Organization**;
- m) alleging, arising out of, or in any way relating to any purchase or sale of securities by the **Parent Organization, Subsidiary, or Outside Entity** or **Claims** brought by securities holders of an **Organization** or **Outside Entity** in their capacity as such; provided, however, this exclusion shall not apply to the issuance by an **Organization** of bond debt or **Claims** brought by bond debt holders;
- n) for that portion of **Loss** which is covered under any other Coverage Section of this **Policy**.

2. Exclusions Applicable Only To Insuring Clause A3

Insurer shall not be liable for **Loss** on account of any **Claim**:

- a) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving the actual or alleged breach of any contract or agreement; except and to the extent the **Organization** would have been liable in the absence of such contract or agreement; or
- b) alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any infringement, misappropriation or violation of any patent, service marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services.

No **Wrongful Act** of one or more **Insureds** shall be imputed to any other **Insureds** for the purpose of determining the applicability of any of the above exclusions.

D. LIMIT OF LIABILITY AND RETENTIONS

1. The liability of the **Insurer** shall apply only to that part of **Loss** which is excess of the Retention amounts applicable to this Coverage Section, as shown in Item C of the Declarations. Such Retentions shall be borne uninsured by the **Insureds** and at their own risk. If different parts of a single **Claim** are subject to different applicable Retentions under this Coverage Section, the applicable Retentions will be applied separately to each part of such **Loss**, but the sum of such Retentions shall not exceed the largest applicable Retention.
2. As shown in Item C.1 of the Declarations relating to this Coverage Section, the following Limits of Liability of the **Insurer** shall apply:
 - a) The amount set forth in Item C.1.a relating to this Coverage Section shall be the aggregate limit of liability for the payment of **Loss**, other than **Costs, Charges and Expenses**, under all Insuring Clauses for this Coverage Section, subject to additional payments for **Loss** under Insuring Clause A1 as further described in paragraph 2b) immediately below.

- b) The amount set forth in Item C.1.b of the Declarations relating to this Coverage Section shall be the aggregate limit of liability for the payment of **Loss**, other than **Costs, Charges and Expenses**, under Insuring Clause A1 in addition to the limit described in paragraph 2a) immediately above; provided, all payments for **Loss** under the additional limit described in this paragraph 2b) shall be excess of the limit described in paragraph 2a) above, and excess of any other available insurance that is specifically excess to this **Policy**. Such excess insurance must be completely and fully exhausted through the payment of loss, including but not limited to defense costs thereunder, before the **Insurer** shall have any obligations to make any payments under the additional limit described in this paragraph 2b).
- c) The amount set forth in Item C.1.c of the Declarations relating to this Coverage Section shall be the maximum aggregate limit of liability for the payment of **Loss**, other than **Costs, Charges and Expenses**, under all Insuring Clauses for this Coverage Section. The limits of liability set forth in C.1.a and C.1.b relating to this Coverage Section shall be a part of and not in addition to the maximum aggregate limit of liability set forth in Item C.1.c for this Coverage Section.
3. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** shall be deemed to constitute a single **Claim** and shall be deemed to have been made at the earliest of the following times, regardless of whether such date is before or during the **Policy Period**:
- a) the time at which the earliest **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Act** is first made; or
- b) the time at which the **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed to have been made pursuant to Section E.2, below.
4. The Retention applicable to Insuring Clause A.2 shall apply to **Loss** resulting from any **Claim** if indemnification for the **Claim** by the **Organization** is required or permitted by applicable law, to the fullest extent so required or permitted, regardless of whether or not such actual indemnification by the **Organization** is made, except and to the extent such indemnification is not made by the **Organization** solely by reason of the **Organization's** financial insolvency.
5. Payments of **Loss**, other than **Costs, Charges and Expenses**, by **Insurer** shall reduce the Limit(s) of Liability under this Coverage Section. **Costs, Charges and Expenses** are not part of, and are in addition to, the Limits of Liability and payment of **Costs, Charges and Expenses** shall not reduce the Limits of Liability. If such Limit(s) of Liability are exhausted by payment of **Loss**, the obligations of the **Insurer** under this Coverage Section are completely fulfilled and extinguished, including any obligation to pay **Costs, Charges and Expenses** for any **Claim**.
6. The **Special Event Management Fund** is the **Insurer's** maximum liability for all **Special Event Management Expenses** arising from any and all **Special Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this **Policy** regardless of the number of **Special Events** reported during the **Policy Period**. The **Insurer's** obligation to pay **Special Event Management Expenses** terminates and ends upon the exhaustion of the **Special Event Management Fund**. The **Special Event Management Fund** shall be in addition to the aggregate Limit of Liability set forth in Item H of the Declarations.

E. SPECIAL EVENT MANAGEMENT COVERAGE PROVISIONS

1. There shall be no Retention applicable to **Special Event Management Expenses** and the **Insurer** shall pay such **Special Event Management Expenses** from the first dollar subject to all other terms and conditions of this **Policy**, including the **Policy** limit.
2. An actual or anticipated **Special Event** shall be reported to the **Insurer** as soon as practicable, but in no event later than 30 days after the **Organization** first incurs **Special Event Management Expenses** for which coverage will be requested under this **Policy**.

F. NOTIFICATION

For coverage under this **Policy** (other than coverage for a **Special Event**):

1. The **Insureds** shall, as a condition precedent to their rights to payment under this Coverage Section only, give **Insurer** written notice of any **Claim** as soon as practicable after the **Organization's** general counsel, risk manager, chief executive officer or chief financial officer (or equivalent positions) first becomes aware of such **Claim**, but in no event later than 60 days after the end of the **Policy Period**, or respecting any **Claim** first made against the **Insureds** during the **Extended Period**, if purchased, 60 days after the end of the **Extended Period**.
2. If, during the **Policy Period** or the **Discovery Period**, if purchased, any of the **Insureds** first becomes aware of facts or circumstances which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds**, during the **Policy Period** or the **Discovery Period**, if purchased, give written notice to **Insurer** as soon as practicable of:
 - a) a description of the **Wrongful Act** allegations anticipated;
 - b) the identity of the potential claimants;
 - c) the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
 - d) the identity of the **Insureds** allegedly involved;
 - e) the consequences which have resulted or may result; and
 - f) the nature of the potential monetary damages and non-monetary relief;

then any **Claim** made subsequently arising out of such **Wrongful Act** shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

3. Notice to **Insurer** shall be given to the address shown under Item G of the Declarations for this **Policy**.

G. SETTLEMENT AND DEFENSE

1. It shall be the duty of the **Insurer** and not the duty of the **Insureds** to defend any **Claim**. Such duty shall exist even if any of the allegations are groundless, false or fraudulent. The **Insurer's** duty to defend any **Claim** shall cease when the Limits of Liability have been exhausted by the payment of **Loss**, including the **Insurer's** obligation to pay **Costs, Charges and Expenses**.
2. The **Insurer** may make any investigation it deems necessary, and shall have the right to settle any **Claim**; provided, however, no settlement shall be made without the consent of the **Parent Organization**, such consent not to be unreasonably withheld.
3. The **Insureds** agree not to settle or offer to settle any **Claim**, incur any **Costs, Charges and Expenses** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld. The **Insurer** shall not be liable for any settlement, **Costs, Charges and Expenses**, assumed obligation or admission to which it has not consented. The **Insureds** shall promptly send to the **Insurer** all settlement demands or offers received by any **Insured** from the claimant(s).
4. The **Insureds** agree to provide the **Insurer** with all information, assistance and cooperation which the **Insurer** reasonably requests and agree that, in the event of a **Claim**, the **Insureds** will do nothing that shall prejudice the position of the **Insurer** or its potential or actual rights of recovery.
5. If the **Insurer** recommends a settlement within the **Policy** Limit of Liability which is agreed to by the claimant ("**Settlement Opportunity**"), and:
 - c) the **Insureds** consent to such settlement within 30 days of the date the **Insureds** are first made aware of the **Settlement Opportunity**; and

- b) such consent occurs within the first 90 days after the **Claim** is first reported; and
- c) such **Claim** is reported within the first 30 days after it is made,

then, in the event the **Claim** settles as a result of such **Settlement Opportunity**, the Retention applicable to such **Claim** shall be reduced by 10% for such **Claim**. It shall be a condition to such reduction that all **Insureds** must consent to such settlement.

H. OTHER INSURANCE

If any **Loss** covered under this Coverage Section is covered under any other valid and collectible insurance, then this **Policy** shall cover the **Loss**, subject to its terms and conditions, only to the extent that the amount of the **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability for this Coverage Section.

I. PAYMENT PRIORITY

1. If the amount of any **Loss** which is otherwise due and owing by the **Insurer** exceeds the then-remaining Limit of Liability applicable to the **Loss**, the **Insurer** shall pay the **Loss**, subject to such Limit of Liability, in the following priority:
 - a) first, the **Insurer** shall pay any **Loss** covered under Insuring Clause A1, in excess of any applicable Retention shown in Item C of the Declarations; and
 - b) second, only if and to the extent the payment under paragraph 1.a above does not exhaust the applicable Limit of Liability, the **Insurer** shall pay any **Loss** in excess of the Retention shown in Item C of the Declarations covered under any other applicable Insuring Clause.
 - c) Subject to the foregoing subsection, the **Insurer** shall, upon receipt of a written request from the Chief Executive Officer of the **Parent Organization**, delay any payment of **Loss** otherwise due and owing to or on behalf of the **Organization** until such time as the Chief Executive Officer of the **Parent Organization** designates, provided the liability of the **Insurer** with respect to any such delayed **Loss** payment shall not be increased, and shall not include any interest, on account of such delay.

J. ALLOCATION

If a **Claim** includes both **Loss** that is covered under this **Policy** and loss that is not covered under this **Policy**, either because the **Claim** is made against both **Insureds** and others, or the **Claim** includes both covered allegations and allegations that are not covered, the **Insureds** and the **Insurer** shall allocate such amount between covered **Loss** (except for **Costs, Charges and Expenses**) and loss that is not covered based upon the relative legal and financial exposures and the relative benefits obtained by the parties. The **Insurer** shall not be liable under this **Policy** for the portion of such amount allocated to non-covered **Loss**.