

X<sup>L</sup> Insurance



# NOTICE TO POLICYHOLDERS

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## PRIVACY POLICY

The AXA XL insurance group (the “Companies”), believes personal information that we collect about our customers, potential customers, and proposed insureds (referred to collectively in this Privacy Policy as “customers”) must be treated with the highest degree of confidentiality. For this reason and in compliance with the Title V of the Gramm-Leach-Bliley Act (“GLBA”), we have developed a Privacy Policy that applies to all of our companies. For purposes of our Privacy Policy, the term “personal information” includes all information we obtain about a customer and maintain in a personally identifiable way. In order to assure the confidentiality of the personal information we collect and in order to comply with applicable laws, all individuals with access to personal information about our customers are required to follow this policy.

### **Our Privacy Promise**

Your privacy and the confidentiality of your business records are important to us. Information and the analysis of information is essential to the business of insurance and critical to our ability to provide to you excellent, cost-effective service and products. We understand that gaining and keeping your trust depends upon the security and integrity of our records concerning you. Accordingly, we promise that:

1. We will follow strict standards of security and confidentiality to protect any information you share with us or information that we receive about you;
2. We will verify and exchange information regarding your credit and financial status only for the purposes of underwriting, policy administration, or risk management and only with reputable references and clearinghouse services;
3. We will not collect and use information about you and your business other than the minimum amount of information necessary to advise you about and deliver to you excellent service and products and to administer our business;
4. We will train our employees to handle information about you or your business in a secure and confidential manner and only permit employees authorized to use such information to have access to such information;
5. We will not disclose information about you or your business to any organization outside the AXA XL insurance group of Companies or to third party service providers unless we disclose to you our intent to do so or we are required to do so by law;
6. We will not disclose medical information about you, your employees, or any claimants under any policy of insurance, unless you provide us with written authorization to do so, or unless the disclosure is for any specific business exception provided in the law;
7. We will attempt, with your help, to keep our records regarding you and your business complete and accurate, and will advise you how and where to access your account information (unless prohibited by law), and will advise you how to correct errors or make changes to that information; and
8. We will audit and assess our operations, personnel and third party service providers to assure that your privacy is respected.

### **Collection and Sources of Information**

We collect from a customer or potential customer only the personal information that is necessary for (a) determining eligibility for the product or service sought by the customer, (b) administering the product or service obtained, and (c) advising the customer about our products and services. The information we collect generally comes from the following sources:

- Submission – During the submission process, you provide us with information about you and your business, such as your name, address, phone number, e-mail address, and other types of personal identification information;
- Quotes – We collect information to enable us to determine your eligibility for the particular insurance product and to determine the cost of such insurance to you. The information we collect will vary with the type of insurance you seek;

# NOTICE TO POLICYHOLDERS

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- Transactions – We will maintain records of all transactions with us, our affiliates, and our third party service providers, including your insurance coverage selections, premiums, billing and payment information, claims history, and other information related to your account;
- Claims – If you obtain insurance from us, we will maintain records related to any claims that may be made under your policies. The investigation of a claim necessarily involves collection of a broad range of information about many issues, some of which does not directly involve you. We will share with you any facts that we collect about your claim unless we are prohibited by law from doing so. The process of claim investigation, evaluation, and settlement also involves, however, the collection of advice, opinions, and comments from many people, including attorneys and experts, to aid the claim specialist in determining how best to handle your claim. In order to protect the legal and transactional confidentiality and privileges associated with such opinions, comments and advice, we will not disclose this information to you; and
- Credit and Financial Reports – We may receive information about you and your business regarding your credit. We use this information to verify information you provide during the submission and quote processes and to help underwrite and provide to you the most accurate and cost-effective insurance quote we can provide.

## Retention and Correction of Personal Information

We retain personal information only as long as required by our business practices and applicable law. If we become aware that an item of personal information may be materially inaccurate, we will make reasonable effort to re-verify its accuracy and correct any error as appropriate.

## Storage of Personal Information

We have in place safeguards to protect data and paper files containing personal information.

## Sharing/Disclosing of Personal Information

We maintain procedures to assure that we do not share personal information with an unaffiliated third party for marketing purposes unless such sharing is permitted by law. Personal information may be disclosed to an unaffiliated third party for necessary servicing of the product or service or for other normal business transactions as permitted by law.

We do not disclose personal information to an unaffiliated third party for servicing purposes or joint marketing purposes unless a contract containing a confidentiality/non-disclosure provision has been signed by us and the third party. Unless a consumer consents, we do not disclose “consumer credit report” type information obtained from an application or a credit report regarding a customer who applies for a financial product to any unaffiliated third party for the purpose of serving as a factor in establishing a consumer’s eligibility for credit, insurance or employment. “Consumer credit report type information” means such things as net worth, credit worthiness, lifestyle information (piloting, skydiving, etc.) solvency, etc. We also do not disclose to any unaffiliated third party a policy or account number for use in marketing. We may share with our affiliated companies information that relates to our experience and transactions with the customer.

## Policy for Personal Information Relating to Nonpublic Personal Health Information

We do not disclose nonpublic personal health information about a customer unless an authorization is obtained from the customer whose nonpublic personal information is sought to be disclosed. However, an authorization shall not be prohibited, restricted or required for the disclosure of certain insurance functions, including, but not limited to, claims administration, claims adjustment and management, detection, investigation or reporting of actual or potential fraud, misrepresentation or criminal activity, underwriting, policy placement or issuance, loss control and/or auditing.

# NOTICE TO POLICYHOLDERS

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## Access to Your Information

Our employees, employees of our affiliated companies, and third party service providers will have access to information we collect about you and your business as is necessary to effect transactions with you. We may also disclose information about you to the following categories of person or entities:

- Your independent insurance agent or broker;
- An independent claim adjuster or investigator, or an attorney or expert involved in the claim;
- Persons or organizations that conduct scientific studies, including actuaries and accountants;
- An insurance support organization;
- Another insurer if to prevent fraud or to properly underwrite a risk;
- A state insurance department or other governmental agency, if required by federal, state or local laws; or
- Any persons entitled to receive information as ordered by a summons, court order, search warrant, or subpoena.

## Violation of the Privacy Policy

Any person violating the Privacy Policy will be subject to discipline, up to and including termination.

For more information or to address questions regarding this privacy statement, please contact your broker.

## NOTICE TO POLICYHOLDERS

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### **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the impact of U.S. Trade Sanctions<sup>1</sup>. Please read this Policyholder Notice carefully.

In accordance with the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") regulations, or any other U.S. Trade Sanctions embargoes or export controls applied by any regulatory body, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions, embargoes or export controls law, is a Specially Designated National and Blocked Person ("SDN"), or is owned or controlled by an SDN, this insurance will be considered a blocked or frozen contract. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC or the applicable regulator. Other limitations on the premiums and payments also apply.

<sup>1</sup> "U.S Trade Sanctions" may be promulgated by Executive Order, act of Congress, regulations from the U.S. Departments of State, Treasury, or Commerce, regulations from the State Insurance Departments, etc.

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

<b>Alabama</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.
<b>Arkansas</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Colorado</b>	<b>It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.</b>
<b>District of Columbia</b>	<b>WARNING:</b> It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
<b>Florida</b>	Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
<b>Kansas</b>	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
<b>Kentucky</b>	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
<b>Louisiana</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Maine</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
<b>Maryland</b>	Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>New Jersey</b>	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## NOTICE TO POLICYHOLDERS

<b>New Mexico</b>	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
<b>New York</b>	<p><b>General: All applications for commercial insurance, other than automobile insurance:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.</p> <p><b>All applications for automobile insurance and all claim forms:</b> Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.</p> <p><b>Fire:</b> Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.</p> <p>The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.</p>
<b>Ohio</b>	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
<b>Oklahoma</b>	<p><b>WARNING:</b> Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.</p> <p><b>WARNING: All Workers Compensation Insurance:</b> Any person or entity who makes any material false statement or representation, who willfully and knowingly omits or conceals any material information, or who employs any device, scheme, or artifice, or who aids and abets any person for the purpose of:</p> <ol style="list-style-type: none"> <li>1. obtaining any benefit or payment,</li> <li>2. increasing any claim for benefit or payment, or</li> <li>3. obtaining workers' compensation coverage under this act, shall be guilty of a felony punishable pursuant to Section 1663 of Title 21 of the Oklahoma Statutes.</li> </ol>
<b>Pennsylvania</b>	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>

## NOTICE TO POLICYHOLDERS

<b>Puerto Rico</b>	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
<b>Rhode Island</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>Tennessee</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.  <b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Utah</b>	<b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
<b>Virginia</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>Washington</b>	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
<b>West Virginia</b>	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
<b>All Other States</b>	Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).



# NOTICE TO POLICYHOLDERS

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## CLAIMS REPORTING INFORMATION

### **AXA XL**

Please be advised of the following claims reporting address:

via email:

[proclaimnewnotices@axaxl.com](mailto:proclaimnewnotices@axaxl.com)

### **OR**

via regular mail:

AXA XL Claims  
P.O. Box 211547  
Dallas, TX 75211



**Regulatory Office**

Dept: Regulatory  
505 Eagleview Blvd., Suite 100  
Exton, PA 19341-1120  
Telephone: 800-688-1840

**Insurance Company Providing Coverage: Indian Harbor Insurance Company**

**EXCESS ERRORS AND OMISSIONS POLICY DECLARATIONS**

**PRODUCER:** AmWINS Insurance Brokerage of California, LLC  
444 South Flower Street  
45th Floor  
Los Angeles, CA 90071

**PRODUCER NO.:** 05428

**POLICY NO.:** MTE904239701

**RENEWAL OF:** MTE904239700

**THIS POLICY MAY APPLY ON A CLAIMS MADE BASIS DEPENDING UPON THE TERMS AND CONDITIONS OF THE UNDERLYING INSURANCE. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.**

**Item 1. NAMED INSURED:** MIAMI VALLEY RISK MANAGEMENT ASSOCIATION AND ITS MEMBERS  
**ADDRESS:** 3085 WOODMAN DRIVE  
SUITE 200  
**City/State/Zip Code:** KETTERING, OH 45420

**Item 2. POLICY PERIOD:**  
**FROM:** July 1, 2021 **TO:** July 1, 2022  
12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

**Item 3. LIMITS OF LIABILITY (Inclusive of defense expenses):**  
Excess of \$ 3,000,000\* Each Claim and in the Aggregate  
\*\$3,000,000 each claim/\$4,000,000 aggregate  
Excess of \$ 2,000,000\* Each Claim and in the Aggregate  
\*\$2,000,000 each claim/\$40,000,000 aggregate  
Excess of \$ 250,000 Deductible or Retention as provided in the Primary Policy

**Item 4. UNDERLYING INSURANCE:**  
**A. Primary Policy**  
Carrier Name BEAZLEY SYNDICATE AFB 2623/623  
Policy Number FN2105500  
Policy Limit \$ 2,000,000\* Each Claim and in the Aggregate  
\*\$2,000,000 each claim/\$25,000,000 aggregate

**B. Underlying Policy(ies) (inclusive of the Primary Policy):**

Total of all Underlying  
Policy(ies) Limits \$ 2,000,000\* Each Claim and in the Aggregate  
\*\$2,000,000 each claim/\$40,000,000 aggregate

**See Endorsement for Schedule of Underlying Insurance, If Applicable**

**Item 5. Notices required to be given to the Insurer must be addressed to:**

AXA XL Claims  
P.O. Box 211547  
Dallas, TX 75211

**Notice of a Claim:**

By email: [proclaimnewnotices@axaxl.com](mailto:proclaimnewnotices@axaxl.com); or

By certified post mail: AXA XL Claims, P.O. Box 211547, Dallas, TX 75211

**Item 6. PREMIUM:** \$106,904

**Item 7. RETROACTIVE DATE** (if applicable): Follow Form

**Item 8. ENDORSEMENTS ATTACHED AT POLICY ISSUANCE:**

Endorsement Number	Endorsement Form Number	Endorsement Title
	TXU 050 0516	Excess Errors and Omissions Policy Coverage Form
	PN CW 02 0119	Privacy Policy
	PN CW 05 0519	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC")
	PN CW 01 0719	Notice To Policyholders - Fraud Notice
	NTD 018 0120	Claims Reporting Information
	IL MP 9104 0314 IHIC	In Witness - Indian Harbor Insurance Company
Endorsement No. 001	TXU 415 0618	Excess Schedule of Underlying Limits Endorsement
Endorsement No. 002	TXU 411 0516	Drop Down Sublimit Endorsement
Endorsement No. 003	TVI 900 0817	Certified Acts of Terrorism Coverage and Premium Disclosure
Endorsement No. 004	XL-OHSOP 0118	Service of Process

## **EXCESS ERRORS AND OMISSIONS POLICY**

**THIS IS A CLAIMS MADE POLICY EXCEPT AS OTHERWISE PROVIDED HEREIN. THIS POLICY ONLY APPLIES TO CLAIMS FIRST MADE DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES. PLEASE READ AND REVIEW THE POLICY CAREFULLY.**

**In consideration of the payment of the premium and in reliance on all statements made and information furnished to the Insurer identified in the Declarations (the Insurer) and to the issuer(s) of the Underlying Insurance, the Insurer and the Insureds agree as follows:**

### **I. INSURING AGREEMENT**

The Insurer will provide coverage excess of the Underlying Insurance stated in Item 4. of the Declarations. Coverage hereunder will apply in conformance with the terms, conditions, endorsements and warranties of both the Primary Policy stated in Item 4. A. of the Declarations and of any other Underlying Policy stated in Item 4. B. of the Declarations. The coverage hereunder will attach only after all of the Underlying Insurance has been exhausted by the actual payment of covered amounts under the Underlying Insurance by the applicable insurers thereunder or by any other source. To the extent that any terms, conditions, and endorsements of the Policy may be inconsistent with any terms, conditions, and endorsements of the Underlying Insurance, the terms, conditions, and endorsements of this Policy shall govern.

### **II. DEPLETION OF UNDERLYING LIMITS OF LIABILITY**

The coverage hereunder shall attach only after the limits of all Underlying Insurance have been exhausted by payment of covered amounts pursuant to this Policy and its Declaration Page, as well as any endorsements, if applicable. Subject to the terms, conditions, and endorsements of this Policy and the Underlying Insurance, this Policy will continue to apply to covered amounts as primary insurance in the event of the exhaustion of all of the limits of liability of such Underlying Insurance as the result of the actual payment of covered amounts by the applicable insurer thereunder or by any other source. Any risk of uncollectibility with respect to the Underlying Insurance will be expressly retained by the Insureds and will not be assumed by the Insurer.

### **III. RIGHTS AND CLAIM PARTICIPATION**

The Insurer shall have the same rights, privileges and protections afforded to the Insurer(s) of the Underlying Insurance and may, at its sole discretion, elect to participate in the investigation, settlement and/or defense of any claim against the Insureds even if the Underlying Insurance has not been exhausted. The Insureds will provide such information and cooperation as is reasonably requested. The Insureds shall not do anything that prejudices the Insurer's position or potential rights of recovery, including, but not limited to, terminating any Underlying Insurance.

### **IV. LIMIT OF LIABILITY**

The amount stated in Item 3. of the Declarations is the limit of liability of the Insurer and shall be the maximum amount payable, including defense expenses, by the Insurer under this Policy. Defense expenses are part of and not in addition to the limit of liability and the payment of such will reduce the limit of liability.

### **V. NOTICE, ALTERATION AND TERMINATION**

- A. Where the Underlying Insurance permits or requires notice to the Insurer, the Insureds shall have the same obligations and rights to notify the Insurer under this Policy. All notices required under the Underlying Insurance policies and this Policy shall be sent to the address set forth in Item 5. of the Declarations. Notice given to any underlying insurer will not be deemed notice to the Insurer.
- B. No change in or modification of this Policy shall be effective unless made by endorsement. In the event of a change of any kind to any Underlying Insurance that broadens or expands coverage, this Policy will become subject to such change only if and to the extent that the Insurer consents to such change in writing and the Insured pays any additional premium that may be required by the Insurer.
- C. This Policy will terminate immediately upon the termination of any of the Underlying Insurance, whether cancelled by the Insured or the applicable insurer. Notice of cancellation or non-renewal of any such policies duly given by any of the applicable insurers shall serve as notice of the cancellation or non-renewal of this Policy by the Insurer.

**IN WITNESS**

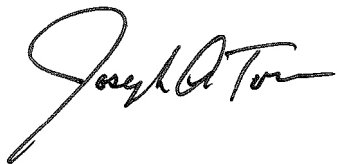
**INDIAN HARBOR INSURANCE COMPANY**

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



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Joseph A. Tocco  
President



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Toni Ann Perkins  
Secretary

**ENDORSEMENT #001**

This endorsement, effective 12:01 a.m., July 1, 2021 forms a part of Policy No. MTE904239701 issued to MIAMI VALLEY RISK MANAGEMENT ASSOCIATION AND ITS MEMBERS by Indian Harbor Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCESS SCHEDULE OF UNDERLYING LIMITS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**EXCESS ERRORS AND OMISSIONS POLICY**

In consideration of the premium charged, it is hereby understood and agreed that the coverage hereunder will attach only after all of the Underlying Insurance has been exhausted by the actual payment of covered amounts under the Underlying Insurance by the applicable insurers thereunder or by any other source.

As a condition precedent to the coverage afforded by this Policy, it is further understood and agreed that the following scheduled underlying insurance shall be maintained in full force and effect during the currency of this Policy:

<b>Company</b>	<b>Limit of Liability</b>	<b>Policy Number</b>
Beazley Syndicate AFB 2623/623	\$2M each claim/\$25M aggregate	FN2105500
Crum & Forster Specialty Insurance Company	\$10M aggregate	CYB-102427
Liberty Surplus Insurance Corporation	\$5M aggregate	EO5SACA0QX001

All other terms and conditions of this Policy remain unchanged.

## ENDORSEMENT #002

This endorsement, effective 12:01 a.m., July 1, 2021 forms a part of Policy No. MTE904239701 issued to MIAMI VALLEY RISK MANAGEMENT ASSOCIATION AND ITS MEMBERS by Indian Harbor Insurance Company.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### DROP DOWN SUBLIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### EXCESS ERRORS AND OMISSIONS POLICY

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

<b>Sublimited Coverage:</b>	<b>Underlying Policy Sublimit:</b>	<b>Indian Harbor Insurance Company Sublimit:</b>
<b>Breach Response</b>	<b>\$1,000,000 Beazley Vendors/\$500,000 non Beazley Vendors</b>	<b>\$1,000,000 Beazley Vendors/\$500,000 non Beazley Vendors</b>
<b>Business Interruption System Failure</b>	<b>\$500,000</b>	<b>\$500,000</b>
<b>Business Interruption Security Breach</b>	<b>\$750,000</b>	<b>\$750,000</b>
<b>DBI Security Breach</b>	<b>\$750,000</b>	<b>\$750,000</b>
<b>DBI System Failure</b>	<b>\$100,000</b>	<b>\$100,000</b>
<b>Cyber Extortion Loss</b>	<b>\$750,000</b>	<b>\$750,000</b>
<b>Data Recovery Loss</b>	<b>\$750,000</b>	<b>\$750,000</b>
<b>Fraudulent Instruction</b>	<b>\$75,000</b>	<b>\$75,000</b>
<b>Telephone Fraud</b>	<b>\$75,000</b>	<b>\$75,000</b>
<b>Funds Transfer Fraud</b>	<b>\$75,000</b>	<b>\$75,000</b>
<b>Computer Hardware Replacement</b>	<b>\$100,000</b>	<b>\$100,000</b>
<b>Consequential Reputational Loss</b>	<b>\$100,000</b>	<b>\$100,000</b>
<b>Invoice Manipulation</b>	<b>\$100,000</b>	<b>\$100,000</b>

### ENDORSEMENT #003

This endorsement, effective 12:01 a.m., July 1, 2021 forms a part of Policy No. MTE904239701 issued to MIAMI VALLEY RISK MANAGEMENT ASSOCIATION AND ITS MEMBERS by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### CERTIFIED ACTS OF TERRORISM COVERAGE AND PREMIUM DISCLOSURE

This endorsement modifies insurance provided under the following:

##### EXCESS ERRORS AND OMISSIONS POLICY

Coverage for "certified acts of terrorism" for the types of insurance subject to the Terrorism Risk Insurance Act is already included in your current Policy. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

You are hereby notified that if aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion.

Under your existing coverage, any losses resulting from "certified acts of terrorism" may be partially reimbursed by the United States Government under a formula established by federal law. Under this formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the Insurer providing the coverage. However, your policy may contain other exclusions that may affect your coverage. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of terrorism exclusion, do not serve to create coverage for any loss that is otherwise excluded under this Policy.

The portion of your annual premium that is attributable to coverage for "certified acts of terrorism" is: \$ **waived**. Any premium waiver is only valid for the current Policy Period.

All other terms and conditions of this Policy remain unchanged.



## **ENDORSEMENT #004**

This endorsement, effective 12:01 a.m., July 1, 2021 forms a part of Policy No. MTE904239701 issued to MIAMI VALLEY RISK MANAGEMENT ASSOCIATION AND ITS MEMBERS by Indian Harbor Insurance Company

### **SERVICE OF PROCESS**

The Superintendent of Insurance of the State of Ohio is hereby designated the true and lawful attorney of the Insurer upon whom may be served all lawful process in any action, suit or proceeding arising out of this Policy. The Insurer further designates:

Sarah Mims  
General Counsel  
505 Eagleview Boulevard, Suite 100  
Exton, PA 19341-1120

as its agent in Ohio to whom such process shall be forwarded by the Superintendent of Insurance.

For Illinois exposures, the Insurer further designates the Director of the Illinois Division of Insurance and his successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of an Illinois exposure and this contract of insurance.

All other terms and conditions of this Policy remain unchanged.