

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSALS
FOR
RISK MANAGEMENT AND INSURANCE BROKERAGE SERVICES
(Reference 2023-RFP-181)

ADDENDUM #3

March 8, 2024

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above-referenced solicitation. This Addendum is divided as follows:

- Part 1: Answers to Questions Submitted
- Part 2: Additions, Deletions, Clarifications and Modifications to the RFP

Part 1: Answers to Questions Submitted		
No.	Question	Answer
1.	Can you please provide a copy of the current Public Officials and Employment Practices Liability Insurance Policy issued to the Authority as well as a copy of the invoice to the Authority for that policy from the insurance agency who arranged that policy? Kindly note, this policy form may also be referred to as a Non-Profit Directors and Officers Liability Policy.	Attached please find responsive documents: Exhibit G - 2023 Chubb Pol - EPL Policy and Exhibit H - 2023 NJEDA Invoices – Public Officials Liability.
2.	The effective date for the General Liability and Excess policies is March 31, 2024. With the proposals due to the NJEDA on April 1st, 2024, please advise if the Authority will be seeking an extension for the awarded broker to place or renewed with the current broker?	Those policies are specific to the wind port operations. They are 2-year policies. The Authority will more than likely renew with the current broker.
3.	As respects the insurance on the Wind Port, why was this policy not placed as an annual policy?	Policies were placed to align with the completion date of phase 1a of construction.
4.	Please advise you are willing to provide a schedule of values for the buildings insured under the Administration Policy as well as for the Bio Science buildings.	Scheduled of values will be provided to winning proposer.
5.	As respects the answer to Question 20 on 181-Addendum 1, the answer indicated that the current broker would continue to service the program until the renewal	The Authority confirms the new broker will be provided a Broker of Record Letter at the appropriate time to commence negotiations on the Authority's behalf.

	date. Kindly confirm that the awarded broker will be given a Broker of Record Letter to allow the negotiation of a renewal from the incumbent insurers.	
6.	How do we set up an account in order to upload our proposal documents on the Authority's ShareFile system?	<p>Please use the updated link below to electronically submit your firm's Proposal via the Authority's ShareFile system:</p> <p>https://njeda.sharefile.com/r-ra12b53e8d9f740b891f990783173dd14</p> <p>Please review and follow the process set forth in the RFP Section 1.3.6.1 "Electronic Proposal Submission (Strongly Preferred)" and follow the steps as directed when accessing the Authority's ShareFile system and link provided.</p> <p>In addition, when accessing the ShareFile system:</p> <p>Proposers should submit a complete, ELECTRONIC Proposal, in "read only" PDF file format using Adobe Acrobat Reader software that must be accessible and viewable by Authority evaluators. Proposers should ensure the submitted file(s) do not contain password-protection.</p> <p>The subject line of the RFP submission and any attachments are all to be clearly labeled. EACH electronically uploaded file (Proposal, Attachment Submittals, etc.) submission, should follow the following format: "(Proposer's Company Name) - Bid Submission-2023-RFP-181 - Risk Management and Insurance Brokerage Services, and the (file/document title)"</p> <p>All RFP electronic Proposal documents must be uploaded to the Authority's ShareFile system via: https://njeda.sharefile.com/r-ra12b53e8d9f740b891f990783173dd14</p> <p>It is highly recommended that the Proposer initiate the upload of the Proposal a minimum of four (4) hours prior to the Proposal submission due date/time on the front cover to allow some time to identify and troubleshoot any issues that may arise when using the ShareFile application. Technical inquiries may be directed to EDAProcurementQA@njeda.gov</p>

7.	Can you please advise how to register a new account on ShareFile so I can upload my firm's proposal to the RFP?	Please see answer to Question #6.
Part 2: Additions, Deletions, Clarifications & Modifications to the RFP		
No.	Description	Clarification/Modification
1.	ShareFile link has been updated.	<p>Please be advised that the ShareFile link for Proposal submissions in Section 1.3.6.1 has been updated:</p> <p>https://njeda.sharefile.com/r-ra12b53e8d9f740b891f990783173dd14</p>

CHUBB® Employers today face a dizzying array of employment laws, regulations and ongoing employment issues. Whether it involves employee discipline or termination, wage and hour, disability accommodation, or even the new frontier of social media, failure to comply with the ever-changing legal requirements can have a devastating impact on employee morale and the company's bottom line. Chubb recognizes the unique burdens faced by employers today, and is pleased to announce that has partnered with the nation's foremost employment and labor law firm, Littler Mendelson (Littler), to create a cutting edge employment practices risk management tool for Chubb insureds, called EPL Assist™. With over 975 attorneys in 56 offices, Littler has both the expertise and the capacity to handle any employment matter, big or small. Through EPL Assist™, insureds have an unlimited ability to seek out expert advice and counsel as a benefit of the program.

What is EPL Assist™?

EPL Assist™ is a cutting edge risk management program providing policyholders with a wide variety of legal content, forms and analysis, combined with the ability to interface directly with Littler lawyers dedicated to assisting Chubb insureds in navigating what has become an employment law minefield. Through a secure web portal containing essential employment law resources and tools, as well as a toll free hotline service, Chubb insureds with primary EPL coverage policies now have access to the content and advice necessary to compete in today's challenging legal environment.

Insureds are provided:

- No cost, online and live access to the legal experts at Littler, the largest employment and labor firm in the U.S.
- Employment law updates, newsletters and related publications
- A compendium of online employment law resources through a secure website, including unlimited access to such content as:
 - Employment policies and practices
 - Human Resources forms library
 - Sample employee handbooks, including supplement information for all 50 states
 - State and national employment law summaries and reference materials
 - 50 state surveys on various employment law essentials, including such things as minimum wage and overtime requirements, protected classifications, new hire reporting requirements, meal and rest break requirements, and voting rights requirements
- Free harassment training webinars for up to 10 supervisors or managers
- Complimentary registration to Littler's nationwide breakfast briefing series
- Complimentary access to Littler's webinars and podcasts
- Discounted rates for various Littler events

How do I access EPL Assist™?

Policyholders can simply visit www.EPLAssist.com to register or take a tour. Should you have a question on an employment situation please call 1-888-244-3844 or visit www.EPLAssist.com.

Littler Mendelson P.C. is an independent law firm that is not an agent nor an affiliate of the Chubb Companies ("Chubb"), and Littler Mendelson P.C. is solely responsible for the advice and guidance provided directly, or through the EPL Assist website. Chubb and Littler Mendelson P.C. cannot guarantee that there will be fewer or less serious claims as a result of using the program. Littler Mendelson P.C. directly, or through the EPL Assist website may help an insured with risk assessment and improvement but it is not intended to supplant any duty to provide a workplace that is safe and complies with the law. Chubb does not engage in giving legal advice and therefore encourages policyholders to seek the advice from their own legal counsel when implementing any and all employment practices. Please note that communication with Littler Mendelson P.C., either directly, or through the EPL Assist website is not notice to the Chubb issuing company of a claim or an act or situation that may give rise to a claim. Nothing herein alters or amends in any way the insurance policy contract between the underwriting company and the policyholder.



ACE American Insurance Company

ACE Municipal AdvantageSM
Public Entity Liability Policy
Declarations

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE, AND WHICH ARE THE RESULT OF WRONGFUL ACTS COMMITTED BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

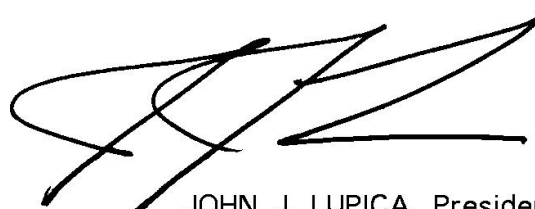
TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

Policy No. EON G25605111 008	
Item 1. Public Entity:	New Jersey Economic Development Authority
Principal Address:	36 W State Street Trenton, NJ 08625
Item 2. Policy Period:	From 12:01 a.m. 12/14/2023 To 12:01 a.m. 12/14/2024 (Local time at the address shown in Item 1)
Item 3. Limits of Liability Each Claim and in the Aggregate for all Claims including Claims Expenses:	\$15,000,000/\$15,000,000
Item 4. Retention	
A. For Damages and Claims Expenses under Insuring Agreement IA.1:	\$0 each Claim
B. For Damages and Claims Expenses under Insuring Agreement IA.2 and IB:	\$250,000 each Claim
C. For Damages and Claims Expenses under Insuring Agreement IC:	\$250,000 each Claim

<p>Item 5. Notice to Insurer:</p> <p>A. Notice of Claim or Wrongful Act:</p> <p style="padding-left: 40px;">Director of Professional Liability Claims Chubb Financial Lines P.O. Box 5105 Scranton, PA 18505-0518 Email address for submitting Claims, ChubbClaimsFirstNotice@Chubb.com</p> <p>B. All other notices:</p> <p style="padding-left: 40px;">Chief Underwriting Officer Chubb - Financial Lines 1133 Avenue of the Americas, 32nd Floor New York, NY 10036 Email address for all other correspondence, WorkViewFLChubbIncoming@chubb.com</p>
<p>Item 6. Policy Premium: \$221,542.00</p> <p>NJ Property/Liability Ins Guar: <u>\$1,107.71</u></p> <p>Total Amount Due: \$222,649.71</p>
<p>Item 7. Extended Reporting Period:</p> <p>A. Additional Premium: 100% of Annual Premium</p> <p>B. Additional Period: 12 Months</p>
<p>Item 8. Crisis Management Fund:</p> <p>\$25,000</p>

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be countersigned by a duly authorized representative of the **Insurer**.

DATE: 12/21/2023



JOHN J. LUPICA, President
Authorized Representative

ACE Municipal AdvantageSM Public Entity Liability Policy

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions, limit of liability and other provisions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

I. INSURING AGREEMENT

A. Public Entity Management Liability

1. Public Officials' Liability

The **Insurer** will pay on behalf of the **Insured Persons** all **Damages** and **Claims Expenses** for which the **Insured Persons** are not indemnified by the **Public Entity** and which the **Insured Persons** become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

2. Public Entity Reimbursement

The **Insurer** will pay on behalf of the **Public Entity** all **Damages** and **Claims Expenses** for which the **Public Entity** has indemnified the **Insured Persons** and which the **Insured Persons** become legally obligated to pay by reason of a **Claim** first made against the **Insured Persons** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

B. Public Entity Liability

The **Insurer** will pay on behalf of the **Public Entity** all **Damages** and **Claims Expenses** for which the **Public Entity** becomes legally obligated to pay by reason of a **Claim** first made against the **Public Entity** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

C. Employment Practices Liability

The **Insurer** will pay on behalf of the **Insureds** all **Damages** and **Claims Expenses** for which the **Insureds** becomes legally obligated to pay by reason of a **Claim** first made against them and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**.

D. Public Entity Crisis Management Coverage

The **Insurer** will pay on behalf of the **Public Entity** the **Crisis Management Expense** for which the **Public Entity** becomes legally obligated to pay by reason of a **Crisis Event** first occurring during the **Policy Period**, but only up to the limit of liability for the **Crisis Management Fund**.

II. DEFENSE

- A. The **Insurer** shall have the right and duty to defend any covered **Claim** made against the **Insured** and reported to the **Insurer** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for any **Wrongful Act** taking place prior to the end of the **Policy Period**, even if such **Claim** is groundless, false or fraudulent. The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Insurer**, and the **Insurer** shall have

the right to appoint counsel and to make such investigation and defense of a covered **Claim** as it deems necessary.

- B. Solely with respect to Insuring Agreements I.A.2, **Public Entity** Reimbursement, and I.B, **Public Entity** Liability, the **Insurer** shall not settle any **Claim** without the written consent of the **Public Entity**. The **Insurer** shall have the right to settle any **Claim** at its sole discretion with respect to all other Insuring Agreements. If the **Public Entity** refuses to consent to a settlement or a compromise recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** Limit of Liability under this **Policy** with respect to such **Claim** shall be reduced to (1) the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred until the date of such refusal, and (2) 50% of all subsequent covered **Claims Expenses** in excess of such amount, which sum shall not exceed the unexhausted Limits of Liability specified in Item 3 of the Declarations. The remaining 50% of **Claims Expenses** and all subsequent **Damages** shall be borne uninsured by the **Insureds** and at their own risk. In such event, the **Insurer** shall tender a check to the **Insured** for the recommended settlement amount, and shall be relieved of any further duty or obligation, except as otherwise stated in this subsection B.
- C. The **Insurer** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle, any **Claim** after any applicable Limit of Liability specified in Item 3 of the Declarations has been exhausted by payment of **Damages** and **Claims Expenses**, or by any combination thereof, or after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In such case, the **Insurer** shall withdraw from the investigation, defense, payment or settlement of such **Claim** and shall tender the investigation, defense and control of such **Claim** to the **Insured**.
- D. The **Insureds** shall cooperate with the **Insurer**, and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insureds** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall immediately forward to the **Insurer**, at the address indicated in Item 5A of the Declarations, every demand, notice, summons, or other process or pleadings received by the **Insured** or its representatives.

III. DEFINITIONS

When used in this **Policy**:

- A. **Adverse Publicity** means the publication of unfavorable information regarding the **Public Entity** which can reasonably be considered to materially reduce public confidence in the competence, integrity or viability of the **Public Entity** to conduct business. Such publication must occur in a report about an **Insured** appearing in:
 - 1. a daily newspaper of general circulation; or
 - 2. a radio or television news program.
- B. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any **Policy** of which this **Policy** is a direct or indirect renewal or replacement or which it succeeds in time. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Policy**.
- C. **Bodily Injury** means physical injury to the body, physical pain, sickness, disease, and death. **Bodily Injury** also means mental distress, mental injury, mental anguish, mental tension, pain and suffering, shock and humiliation (collectively "**Mental Distress**"), but only if such **Mental Distress** arises from and is accompanied by injury to the claimant's body, sickness, disease or death.

D. **Claim** means:

1. a written demand against any **Insured** for monetary **Damages** or non-monetary or injunctive relief;
2. 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;
3. a binding arbitration proceeding, only if the **Insurer** has provided its prior written consent to such proceeding, against any **Insured** seeking monetary **Damages** or non-monetary or injunctive relief;
4. a civil, administrative or regulatory proceeding against any **Insured** commenced by the issuance of a notice of charge or formal investigative order, including without limitation any such proceeding by or in association with the Equal Employment Opportunity Commission or any other similar federal, state or local governmental authority located anywhere in the world;
5. a civil, administrative or regulatory investigation against any **Insured**, commenced by the service upon or other receipt by any **Insured** of a written notice or subpoena from the investigating authority identifying any **Insured** as an individual against whom a civil, administrative or regulatory investigation or proceeding is to be commenced; or
6. solely with respect to coverage provided under Insuring Agreement I.C, a written request of the **Insured** to toll or waive a statute of limitations applicable to a **Claim** described in paragraphs 1 through 5 above.

including any appeal therefrom. However, **Claim** shall not include a labor or grievance arbitration or proceeding which is subject or pursuant to a collective bargaining agreement

E. **Claims Expenses** means:

1. reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in the investigation and defense of covered **Claims**;
2. reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided the **Insurer** shall have no obligation to apply for or furnish such bond; and
3. prejudgment and post-judgment interest awarded in any **Claim**.

Claims Expenses shall not include wages, salaries, fees or costs of directors, officers or **Employees** of the **Insurer** or the **Insured** or **Crisis Management Expenses**.

F. **Crisis Event** means one of the following, except where coverage is otherwise excluded under Exclusions H and R of the **Policy**.

1. Management Event: The incapacity, death or state or federal criminal indictment of an **Insured Person** for whom the **Public Entity** has purchased and continues to maintain key individual life insurance;
2. Funding Cancellation: The cancellation, withdrawal or revocation of \$500,000 or more in funding, donation(s), grant(s) or bequest(s) by a non-government entity or person to the **Public Entity**;
3. Bankruptcy: The disclosure by the **Public Entity** of (a) its intention to file or its actual filing for protection under federal bankruptcy laws, or (b) a third-party's intention to file or its actual filing of an involuntary bankruptcy petition under federal bankruptcy laws with respect to the **Public Entity**;
4. Employment Event: The disclosure by the **Public Entity** of the threatened or actual commencement by a third-party of an action, audit or investigation alleging a **Wrongful Employment Practice** by the **Public Entity** which has caused or is reasonably likely to cause **Adverse Publicity**; and

5. **Material Event:** Any other material event which, in the good faith opinion of the **Public Entity**, 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**.
- G. **Crisis Management Expense** means the following expenses incurred by the **Public Entity** during a period beginning ninety (90) days prior to and in reasonable anticipation of a **Crisis Event** and ending ninety (90) days after an actual or reasonably anticipated **Crisis Event**, irrespective of whether a **Claim** is actually made with respect to the subject **Crisis Event**; provided, however, that the **Insurer** must have been notified of the **Crisis Management Expense** within thirty (30) days of the date the **Public Entity** first incurs the subject **Crisis Management Expense**:
1. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Public Entity** incurs for **Crisis Management Services** provided to the **Public Entity** by a **Crisis Management Firm**, and
 2. The reasonable and necessary expenses directly resulting from a **Crisis Event** which the **Public Entity** incurs for (a) advertising, printing, or the mailing of matter relevant to the **Crisis Event**, and (b) out of pocket travel expenses incurred by or on behalf of the **Public Entity** or the **Crisis Management Firm**; provided, however, **Crisis 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**.
- H. **Crisis Management Firm** means a marketing firm, public relations firm, law firm, or other professional services entity retained by the **Insurer**, or by the **Public Entity** with the **Insurer's** prior written consent, to perform **Crisis Management Services** arising from a **Crisis Event**.
- I. **Crisis Management Fund** means the amount specified in Item 8 of the Declarations.
- J. **Crisis Management Services** means the professional services provided by a **Crisis Management Firm** in counseling or assisting the **Public Entity** in reducing or minimizing the potential harm to the **Public Entity** caused by the public disclosure of a **Crisis Event**.
- K. **Damages** means compensatory damages, judgments, any award of prejudgment and post-judgment interest, and settlements which the **Insured** becomes legally obligated to pay on account of any **Claim** first made against any **Insured** during the **Policy Period** or, if elected, the **Extended Reporting Period**, for **Wrongful Acts** to which this **Policy** applies. Such damages include punitive and exemplary damages and the multiple portion of any multiplied damage award, if and to the extent such damages are insurable under the law of the applicable jurisdiction most favorable to the insurability of such damages.

With respect to any **Claim** arising out of a **Wrongful Employment Practice**, **Damages** shall also mean:

1. front-pay and back-pay, except as otherwise stated below; and
2. liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act.

Damages shall not include:

1. any amount for which the **Insured** is not financially liable or legally obligated to pay;
2. taxes, fines or penalties;
3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
4. employment-related benefits, retirement benefits, perquisites, vacation and sick days, medical and insurance benefits, deferred cash incentive compensation or any other type of compensation other than salary, wages, bonuses, commissions and non-deferred cash incentive compensation;

5. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
 6. any liability or costs incurred to modify any building or property to make it more accessible or accommodating to any person, or any liability or costs in connection with any educational, sensitivity or other corporate program, policy or seminar;
 7. **Crisis Management Expenses**; or
 8. liquidated damages, except to the extent specifically included as **Damages** above.
- L. **Employee** means any natural person whose labor or services are engaged and directed by the **Public Entity** (including any part-time, seasonal and temporary employee or volunteer), but only while acting in his or her capacity as such, and any natural person who is leased to the **Public Entity**, but only if the **Public Entity** provides indemnification to such leased person in the same manner as is provided to the **Public Entity's** employees.
- M. **Extended Reporting Period** means the period for the extension of coverage, if elected, described in Section VII, **Extended Reporting Periods**.
- N. **Incidental Medical Malpractice** means injury arising out of emergency medical services rendered or which reasonably should have been rendered to any person or persons during the **Policy Period** by any duly certified emergency medical technician, paramedic or nurse who is an **Employee** of the **Public Entity** or acting on its behalf to provide such services, but is not employed, either full-time or part-time, at a hospital, clinic or nursing home facility. **Incidental Medical Malpractice** also includes injury arising out of the dispensation of prescribed medicine.
- O. **Insured** means the **Public Entity** and any **Insured Persons**;
- P. **Insured Persons** means the following, but only to the extent such persons are acting solely in their capacities as legally authorized representatives of the **Public Entity**:
1. all persons who were, now are or shall be lawfully elected or duly appointed officials or **Employees**;
 2. commissions, boards, or other units, and members and **Employees** thereof, operated by and under the jurisdiction of such **Public Entity** and within an apportionment of the total operating budget indicated in the application for this **Policy**;
 3. volunteers acting for or on behalf of, and at the written request and under the direction of, the **Public Entity**;
 4. elected or duly appointed officials and **Employees** of the **Public Entity** duly appointed at the written request of the **Public Entity** to serve with an outside tax exempt entity;
 5. any person providing services for the **Public Entity** under a mutual aid or similar written agreement; and
 6. elected or duly appointed officials and **Employees** of the **Public Entity** as a director or officer of a non-profit organization created and operated under Section 501c(3) of the Internal Revenue code of 1988, amended, for any **Wrongful Acts** they have committed in their respective capacities as a director or officer of such non-profit organization, provided that: (1) the appointment of the elected or duly appointed official or **Employee** to such non-profit organization is based solely upon the person's being an elected or duly appointed official or **Employee** of the **Public Entity**; and (2) such elected or duly appointed official or **Employee** is directed in writing by the **Public Entity** to serve as a director or officer of such non-profit organization prior to beginning such service.
- Q. **Insurer** means the insurance company providing this insurance.

- R. **Interrelated Wrongful Acts** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- S. **Personal Injury** means injury arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment;
 2. malicious prosecution;
 3. libel, slander or other defamatory or disparaging material;
 4. publication or an utterance in violation of an individual's right to privacy; and
 5. wrongful entry or eviction, or other invasion of the right to private occupancy.
- T. **Policy** means, collectively, the Declarations, the **Application**, this **Policy**, including any endorsements.
- U. **Policy Period** means the period of time specified in Item 2 of the Declarations, subject to prior termination pursuant to Section XIV, Termination of the **Policy**.
- V. **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 or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. **Pollutants** shall also mean any other air emission, 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) and electric or magnetic or electromagnetic field.
- W. **Property Damage** means:
1. physical injury to, or loss or destruction of, tangible or intangible property, including the loss of use thereof; and
 2. loss of use of tangible or intangible property which has not been physically injured, lost, damaged or destroyed.
- X. **Public Entity** means the municipality, governmental body, department or unit which is named in Item 1 of the Declarations.
- Y. **Retaliation** means retaliatory treatment on account of:
1. the actual or attempted exercise by an **Employee** of any rights of such an **Employee** under law, including workers' compensation laws, the Family and Medical Leave Act, and the Americans with Disabilities Act;
 2. the filing of any claim under any statute, rule or regulation to protect an **Employee** from discrimination by his or her employer if such **Employee** discloses or threatens to disclose to a superior or a governmental agency, or if such **Employee** gives testimony relating to, any activity within such employer's operations which may be in violation of a statute, rule or regulation or any professional codes of ethics, including the Federal False Claims Act;
 3. the disclosure or threat of disclosure by an **Employee** of the **Public Entity** to a superior or to any governmental agency of any act by an **Insured** which act is alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;

4. an **Employee** assisting, cooperating or testifying in any proceeding or investigation into whether an **Insured** violated any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder; or
 5. any strike of any **Employee** of the **Public Entity**
- Z. **Sexual Abuse and Molestation** means any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Abuse and Molestation** includes: sexual molestation, sexual assault, sexual exploitation or sexual injury. **Sexual Abuse and Molestation** does not include **Sexual Harassment**.
- AA. **Sexual Harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. **Sexual Harassment** includes:
1. the above conduct when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 2. the above conduct when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual Harassment does not include **Sexual Abuse and Molestation**.

BB. **Wrongful Act** means:

1. with regard to Insuring Agreements I.A.1 and 1.A.2, any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by an **Insured Person** while acting in his or her capacity as such and on behalf of the **Public Entity**;
2. with regard to Insuring Agreements I.B., any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Public Entity**; or
3. with regard to Insuring Agreement I.C:
 - a. solely with respect to **Claims** brought and maintained by or on behalf of any **Employee** or applicant for employment with the **Public Entity**, **Wrongful Act** means a **Wrongful Employment Practice** committed or attempted by the **Public Entity** or by any **Insured Person** in his or her capacity as such and on behalf of the **Public Entity**; or
 - b. with respect to all other **Claims**, **Wrongful Act** means only, or a violation of discrimination laws, including but not limited to, violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, military status, or a violation of a natural person's civil rights relating to such discrimination or **Sexual Harassment**, in either case, whether direct, indirect, intentional or unintentional, committed by an **Insured Person** in his or her capacity as such and on behalf of the **Public Entity**.

CC. **Wrongful Employment Practice** means any actual or alleged:

1. wrongful dismissal or discharge or termination, whether actual or constructive;
2. employment-related misrepresentation;
3. any violation of employment discrimination laws anywhere in the world, including but not limited to violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, or military status;
4. **Sexual Harassment** or unlawful workplace harassment;

5. wrongful deprivation of a career opportunity or wrongful demotion;
6. failure to employ or promote;
7. wrongful discipline;
8. **Retaliation**;
9. negligent evaluation;
10. employment-related libel, slander, defamation, humiliation, invasion of privacy, or the giving of negative or defamatory statements in connection with an **Employee** reference;
11. failure to grant tenure; and
12. with respect to paragraphs S.1 through S.11 above, inclusive, negligent hiring, retention, training or supervision; infliction of emotional distress or mental anguish; failure to provide or enforce adequate or consistent corporate policies and procedures; or violation of an individual's civil rights;

of any past, present or prospective full-time, part-time, seasonal and temporary **Employee** or volunteer or leased **Employee(s)** or applicant for employment of the **Public Entity**.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

IV. EXCLUSIONS

Except as limited under Insuring Agreement I.D, **Public Entity** Crisis Management Coverage, the **Insurer** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim**:

- A. alleging, based upon, arising out of or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law by an **Insured** ("**Excluded Conduct**"); however, this exclusion shall not apply: (1) unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such **Excluded Conduct**, at which time the **Insured** shall reimburse the **Insurer** for all **Damages** and **Claims Expenses** paid or incurred on account of such **Claim**; or (2) to any **Claim** alleging any **Wrongful Employment Practice**.
- B. alleging, based upon, arising out of or attributable to the gaining in fact of any profit, remuneration or advantage to which any **Insured** was not legally entitled; however, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice**.
- C. seeking relief or redress in any form other than monetary damages, or **Claims Expenses** for a **Claim** seeking injunctive or other non-monetary relief. However, the **Insurer** shall defend such a **Claim** in accordance with Section II, Defense, subject to a **Policy Period** aggregate limit of liability of \$100,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations.
- D. alleging, based upon, arising out of or attributable to any:
 1. **Bodily Injury**, other than **Mental Distress** arising out of a **Wrongful Employment Practice**;
 2. **Property Damage**;
 3. **Personal Injury**, other than libel, slander or defamation in any form arising out of a **Wrongful Employment Practice**; or
 4. any allegation relating to the foregoing D.1, D.2 and D.3 that an **Insured** negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy and including, without limitation, any allegation that the violation of a civil right caused or resulted from such **Damages**, **Claims Expenses** or **Claim**.
- E. alleging, based upon, arising out of or attributable to the operation of the laws, and principles of eminent domain, condemnation, inverse condemnation, temporary or permanent taking, adverse possession or dedication by adverse use.

- F. alleging, based upon, arising out of or attributable to strikes, riots or civil commotions;
- G. alleging, based upon, arising out of or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption. However, this exclusion shall not apply to **Claims Expenses**.
- H. alleging, based upon, arising out of or attributable to:
1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants**; or
 2. 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.
- I. alleging, based upon, arising out of or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.
- J. brought by or on behalf of any **Insured**; provided, however, with respect to any **Claim** alleging any **Wrongful Employment Practice**, this exclusion shall only apply to cross-claims or counter-claims brought by one **Insured** against another **Insured**.
- K. alleging, based upon, arising out of or attributable to:
1. breach of any express, implied, actual or constructive contract, warranty, guarantee or promise, However, this subsection of this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practice**; or
 2. any construction, architectural or engineering contracts and/or agreements or the actual or alleged liability assumed by the **Insured** under any express, implied, actual or constructive contract or agreement, unless such liability would have attached to the **Insured** even in the absence of such contract or agreement.
- L. alleging, based upon, arising out of or attributable to any misappropriation of any trade secret or infringement of patent, collective mark, certification mark, registered mark, service mark, trademark, trade dress, trade name, domain, title, slogan, copyright or service name.
- M. alleging, based upon, arising out of or attributable to the operation of or activities of any schools, hospitals, clinics, nursing homes or other health care operations, jails or detention facilities, law enforcement agencies or fire fighting authorities.
- N. alleging, based upon, arising out of or attributable to the rendering or failure to render:
1. medical services, including **Incidental Medical Malpractice**, or
 2. professional services provided by any lawyer, architect, engineer or accountant to any person or entity other than the **Public Entity**.
- O. alleging, based upon, arising out of or attributable to any **Insured's** activities as a trustee or fiduciary as respects any type of **Employee** benefit plan, including any pension, savings, or profit sharing plan or to any amounts or benefits due under any fringe benefit program, retirement program, incentive program, perquisite program, entitlement program or other benefits owed to any **Employee**, including, but not limited to any actual or alleged violation of the responsibilities, obligations or duties imposed by the **Employee Retirement Income Security Act of 1974**, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.

- P. alleging, based upon, arising out of or attributable to the improper administration or collection of taxes, or loss that reflects any tax obligations.
- Q. alleging, based upon, arising out of or attributable to:
1. any prior or pending litigation or administrative or regulatory proceeding, or any U.S. Equal Employment Opportunity Commission or similar state, local or foreign agency proceeding or investigation, filed on or before the effective date of the first policy issued and continuously renewed by the **Insurer**, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in such prior or pending proceeding, would constitute **Interrelated Wrongful Acts**.
- R. alleging, based upon, arising out of, or attributable to:
1. 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
 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**.
- S. alleging, based upon, arising out of or attributable to any **Wrongful Act** prior to the inception date of the first policy issued by the **Insurer** or any affiliate thereof, and continuously renewed and maintained, if, on or before such date, any **Insured** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.
- T. solely with respect to any **Claim** arising out of a **Wrongful Employment Practice**:
1. alleging, based upon, arising out of or attributable to any violation of the responsibilities, obligations or duties imposed by any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
 2. for an actual or alleged violation of: (1) the **Employee** Retirement Income Security Act of 1974 (except section 510 thereof); (2) the Fair Labor Standards Act (except the Equal Pay Act), (3) the National Labor Relations Act, (4) the Worker Adjustment and Retraining Notification Act, (5) the Consolidated Omnibus Budget Reconciliation Act, (6) the Occupational Safety and Health Act; or any similar federal, state or local laws, and any rules and regulations promulgated thereunder and amendments thereto anywhere in the world. However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**;
 3. alleging, based upon, arising out of or attributable to any costs or liability incurred by any **Insured** to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person; or
 4. alleging, based upon, arising out of, or attributable to improper payroll deductions or any **Claims** for unpaid wages or overtime pay for hours actually worked or labor actually performed by any **Employee** of a **Public Entity**, or any violation of any federal state, local or foreign statutory law or common law that governs the same topic or subject, and any rules, regulations and amendments thereto. However, this exclusion shall not apply to that part of any **Claim** for **Retaliation**.

The **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person** for the purpose of determining the applicability of Exclusions IV.A. and IV.B. above.

V. CRISIS MANAGEMENT COVERAGE PROVISIONS

- A. There shall be no Retention applicable to **Crisis Management Expenses** and the **Company** shall pay such **Crisis Management Expenses** from the first dollar subject to all other terms and conditions of this policy, including the **Policy** limit.
- B. An actual or anticipated **Crisis Event** shall be reported to the **Company** as soon as practicable, but in no event later than thirty (30) days after the **Public Entity** first incurs **Crisis Management Expenses** for which coverage will be requested under this **Policy**.

VI. ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Insureds** shall be considered **Insureds** under this **Policy**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Insured** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Policy** including, without limitation, the Retention applicable to **Damages** and **Claims Expenses** incurred by **Insureds** shown in Item 4 of the Declarations, shall also apply to **Damages** and **Claims Expenses** incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

VII. EXTENDED REPORTING PERIODS

If the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Public Entity** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Public Entity** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Policy** for at least one **Extended Reporting Period** as follows:

A. Automatic **Extended Reporting Period**

The **Public Entity** shall have continued coverage granted by this **Policy** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal. This Automatic **Extended Reporting Period** shall immediately expire upon the purchase of replacement coverage by the **Public Entity**.

B. Optional **Extended Reporting Period**

The **Public Entity** shall have the right, upon payment of the additional premium set forth in Item 7A of the Declarations, to an Optional **Extended Reporting Period**, for the period set forth in Item 7B of the Declarations following the effective date of such cancellation or nonrenewal, but only for **Claims** first made during such Optional **Extended Reporting Period** and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse unless written notice of such election is given by the **Public Entity** to the **Insurer**, and the **Insurer** receives payment of the additional premium, within 30 days following the effective date of termination or nonrenewal.

The first 60 days of the Optional **Extended Reporting Period**, if it becomes effective, shall run concurrently with the Automatic **Extended Reporting Period**.

- C. The **Insurer** shall give the **Public Entity** notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date the **Public Entity** gives such notice of such election, and such

premium shall be paid by the **Public Entity** to the **Insurer** within 10 days following the date of such notice by the **Insurer** of the premium due. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.

- D. The **Extended Reporting Period**, if elected, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Policy Period**. The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Insurer** for the **Policy Period** and **Extended Reporting Period**, combined.
- E. A change in **Policy** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period**.

VIII. LIMITS OF LIABILITY

A. Payment of **Claims Expenses** without reduction of the Limit of Liability

- 1. The **Insurer** shall pay **Claims Expenses** in excess of the applicable Retention and up to an aggregate amount equal to the Limit of Liability stated in Item 3 of the Declaration without reduction of the applicable Limit of Liability. The total amount of such **Claims Expense** payments by the **Insurer** shall be capped at the amount of the Limit of Liability, and is not on a per **Claim** basis.
- 2. Once the **Insurer** has paid the amount set forth in Item 3. of the Declarations in aggregate **Claims Expenses** arising from or relating to any and all matters, all further payments by the **Insurer** of **Claims Expenses** shall reduce the applicable Limit of Liability.

B. Limit of Liability

- 1. Except as otherwise stated in section VIII.A, the **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims**, (including all **Claims** alleging any **Interrelated Wrongful Acts**) first made and reported during the **Policy Period** shall never exceed the amount stated in Item 3 of the Declarations.
- 2. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense** and shall be allocable to the **Policy** in effect on the date the **Claim** is first made, regardless of whether such date is before or during the **Policy Period**.
- 3. Except as otherwise stated in section VIII.A, any payment of **Damages** and/or **Claims Expenses** by the **Insurer** will reduce the Limit of Liability stated in Item 3 of the Declarations.
- 4. The **Insurer** is entitled to pay **Damages** and **Claims Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
- 5. Once the Limit of Liability has been exhausted by payments of any **Damages** (regardless of whether the payment by the **Insurer** of **Claims Expenses** under section VIII.A. has exhausted, reached or exceeded the amount set forth in Item 3 of the Declarations), the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.
- 6. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expenses** arising from any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this policy regardless of the number of **Crisis Events** reported during the **Policy Period**. The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Liability set forth in Item 3 of the Declarations.

IX. RETENTION

- A. The liability of the **Insurer** shall apply only to that part of **Damages** and **Claims Expenses** which are in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Public Entity** and at the risk of all **Insureds**.
- B. A single Retention amount shall apply to **Damages** and **Claims Expenses** arising from all **Claims** alleging **Interrelated Wrongful Acts**.
- C. If different parts of a single **Claim** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Damages** and **Claims Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.

X. NOTICE

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

- A. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Insurer** written notice of any **Claim** as soon as practicable, but in no event later than 30 days after: (1) the end of the **Policy Period**, or (2) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.
- B. If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this **Policy**, and if the **Insureds** give written notice to the **Insurer** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Optional **Extended Reporting Period** of:
 - 1. the identity of the potential claimants;
 - 2. a description of the anticipated **Wrongful Act** allegations;
 - 3. the identity of the **Insureds** allegedly involved;
 - 4. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
 - 5. the consequences which have resulted or may result; and
 - 6. the nature of the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written 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**.

- C. All notices under any provision of this **Policy** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Insureds** may be given to the **Public Entity** at the address shown in Item 1 of the Declarations. Notice to the **Insurer** of any **Claim** or **Wrongful Act** shall be given to the **Insurer** at the address set forth in Item 5A of the Declarations. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the address set forth in Item 5B of the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier.

XI. PRESUMPTIVE INDEMNIFICATION

- A. The **Public Entity** agrees to indemnify the **Insured Persons** to the fullest extent permitted by law, taking all steps necessary or advisable in furtherance thereof, including the making in good faith of any application for court approval. The **Public Entity** further agrees to advance **Defense Costs** actually and reasonably incurred by any **Insured Person** in defending any threatened, pending or contemplated action, suit or proceeding prior to a final disposition of any such action, suit or proceeding and shall not require any determination or adjudication, interim or final, of the entitlement of the **Insured Person** to indemnification, where permitted by law to do so. The financial ability of any **Insured Person** to make repayment shall not be a prerequisite to the making of such an advance, and the right to receive advancement of **Claims Expenses** herein is a contractual right. The agreements contained in this paragraph are binding upon the **Public Entity** and enforceable by the **Insurer** or the **Insured Persons**.
- B. Notwithstanding anything in this section to the contrary, the **Public Entity's** indemnification obligations under this section shall not apply in the event the **Public Entity** is neither permitted nor required to grant such indemnification either because of 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 **Public Entity**, or because of the **Public Entity** becoming a debtor-in-possession.

XII. OTHER INSURANCE

If any **Damages** or **Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Damages** or **Claims Expenses**, subject to its terms and conditions, only to the extent that the amount of such **Damages** or **Claims Expenses** are 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 Limits of Liability provided by this **Policy**.

XIII. REPRESENTATIONS

- A. The **Insureds** represent and acknowledge that the statements and information contained in the **Application** are true and accurate and:
1. are the basis of this **Policy** and are to be considered as incorporated into and constituting a part of this **Policy**; and
 2. shall be deemed material to the acceptance of this risk or the hazard assumed by the **Insurer** under this **Policy**.
- B. It is understood and agreed that this **Policy** is issued in reliance upon the truth and accuracy of such representations.
- C. It is understood and agreed that if such representations or such information are not true, accurate and complete, this **Policy** shall be null and void in its entirety and the **Insurer** shall have no liability hereunder as to: (1) any **Insured Person** who knew the facts misrepresented or omitted, whether or not such **Insured Person** knew of the **Application** or this **Policy**; and (2) the **Public Entity**. For purposes of this subsection C, the knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**.

XIV. TERMINATION OF THE POLICY

- A. This **Policy** shall terminate at the earliest of the following times:
1. the effective date of termination specified in a prior written notice by the **Public Entity** to the **Insurer**;
 2. 60 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer**;
 3. 10 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;

4. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
 5. at such other time as may be agreed upon by the **Insurer** and the **Public Entity**.
- B. If the **Policy** is terminated by the **Public Entity**, or by the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XV. TERRITORY AND VALUATION

- A. All premiums, limits, retentions, **Damages**, **Claims Expenses** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **Damages** and **Claims Expenses** under this **Policy** is stated in a currency other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **Damages** or **Claims Expenses** is due, respectively or if not published on such date, the next date of publication of *The Wall Street Journal*.
- B. Coverage under this **Policy** shall extend to **Wrongful Acts** taking place or **Claims** made or **Damages** or **Claims Expenses** sustained anywhere in the world, provided the **Claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

XVI. SUBROGATION

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the rights of recovery of the **Insureds**. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Insurer** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.

XVII. ACTION AGAINST THE INSURER AND BANKRUPTCY

Except as set forth below in Section XX, Alternative Dispute Resolution, no action shall lie against the **Insurer**. No person or organization shall have any right under this **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the liability of the **Insured** nor shall the **Insurer** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

XVIII. AUTHORIZATION CLAUSE

By the acceptance of this **Policy**, the **Public Entity** agrees to act on behalf of all **Insureds** with respect to the giving and receiving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums and the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Public Entity** shall so act on their behalf.

XIX. ALTERATION, ASSIGNMENT AND HEADINGS

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Policy** nor prevent the **Insurer** from asserting any right under the terms of this **Policy**.

- B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.
- C. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

XX. ALTERNATIVE DISPUTE RESOLUTION

The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this section.

Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below; provided, however, that the **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Insured** of ADR process shall control.

There shall be two choices of ADR process:

- A. non-binding mediation administered by any mediation facility to which the **Insurer** and the **Insured** mutually agree, in which the **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
- B. arbitration submitted to any arbitration facility to which the **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs.

In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

Either ADR process may be commenced in New York, New York or in the state indicated in Item 1 of the Declarations as the principal address of the **Public Entity**. The **Public Entity** shall act on behalf of each and every **Insured** in connection with any ADR process under this section.

XXI. INTERPRETATION

The terms and conditions of this **Policy** shall be interpreted and construed in an evenhanded fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or the **Insurer** and without reference to the reasonable expectations of either the **Insureds** or the **Insurer**.

CHUBB®

SIGNATURES

Named Insured New Jersey Economic Development Authority			Endorsement Number 1
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

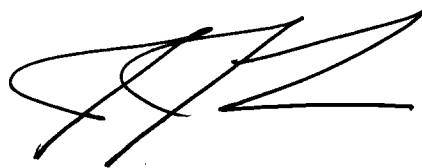
By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



BRANDON PEENE, Secretary



JOHN J. LUPICA, President

Authorized Representative

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured New Jersey Economic Development Authority			Endorsement Number 2
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 3
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Notice Amended

It is agreed that the Notice section of the **Policy** is amended by adding the following:

Notwithstanding anything in this section to the contrary, written **Claim** notices may also be transmitted via email to the following address:

ChubbClaimsFirstNotice@chubb.com

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 4
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

False Claims Act Exclusion

It is agreed that Exclusions section of the **Policy** is amended by adding the following additional exclusion:

- alleging, based upon, arising out of, or attributable to, or directly or indirectly resulting from the False Claims Act (31 U.S.C. §§ 3729-3733), or any similar provision of any federal, state, local or foreign law, or any amendments thereto;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 5
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Bond Exclusion

It is agreed that Section IV, Exclusions, is amended by adding the following:

- alleging, based upon, arising out of or attributable to the failure to pay any bond, interest on any bond, any debt, financial guarantee or debenture.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 6
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Additional Public Entity Endorsement

It is agreed that Section III of the **Policy**, Definitions, is amended by adding the following to subsection X, the definition of **Public Entity**:

- Corporation for Business Assistance (CBA)
- State Economic Recovery Board for Camden (ERB)
- Camden County Urban Renewal Limited Partnership (CCURLP)
- AEGIS Camden Partners, Inc
- Bergen of New Jersey, Inc.
- New Jersey Community Development Entity (NJCDE)
- New Jersey Community Development Entity-1 (NJCDE-1)
- New Jersey Community Development Entity-2 (NJCDE-2)
- New Jersey Community Development Entity-3 (NJCDE-3)
- New Jersey Community Development Entity-4 (NJCDE-4)
- New Jersey Community Development Entity-5 (NJCDE-5)
- New Jersey Community Development Entity-6 (NJCDE-6)
- New Jersey Community Development Entity-7 (NJCDE-7)
- NJUSB Investment Fund, LLC
- NJUSB Investment Fund-2, LLC
- Vineland New Market Investment Fund, LLC
- The Technology Centre of New Jersey

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

**LIMITS OF LIABILITY AMENDED – PAYMENT OF CLAIMS EXPENSES
REDUCES THE LIMITS OF LIABILITY**

Named Insured New Jersey Economic Development Authority			Endorsement Number 7
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
ACE MUNICIPAL ADVANTAGESM PUBLIC ENTITY LIABILITY POLICY**

It is agreed that Section VIII, Limits of Liability, is deleted in its entirety and replaced with the following:

VIII. LIMITS OF LIABILITY

- A. The **Insurer's** maximum liability for the sum of all **Damages** and all **Claims Expenses** because of all **Claims** (including all **Claims** alleging any **Interrelated Wrongful Acts**) first made and reported during the **Policy Period** shall never exceed the amount stated in Item 3 of the Declarations.
- B. All **Claims** arising out of the same **Wrongful Act** and all **Interrelated Wrongful Acts** of the **Insureds** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**. All **Damages** and all **Claims Expenses** resulting from a single **Claim** shall be deemed a single **Damage** and **Claims Expense** and shall be allocable to the **Policy** in effect on the date the **Claim** is first made, regardless of whether such date is before or during the **Policy Period**.
- C. Any payment of **Damages** and/or **Claims Expenses** by the **Insurer** will reduce the Limit of Liability stated in Item 3 of the Declarations.
- D. The **Insurer** is entitled to pay **Damages** and **Claims Expenses** as they become due and payable by the **Insureds**, without consideration of other future payment obligations.
- E. Once the Limit of Liability has been exhausted by payments of any **Damages** or **Claims Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.
- F. The **Crisis Management Fund** is the **Insurer's** maximum liability for all **Crisis Management Expenses** arising from any and all **Crisis Events** occurring during the **Policy Period**. This limit shall be the **Insurer's** maximum liability under this policy regardless of the number of **Crisis Events** reported during the **Policy Period**. The **Insurer's** obligation to pay **Crisis Management Expense** terminates and ends upon the exhaustion of the **Crisis Management Fund**. The **Crisis Management Fund** shall be in addition to the aggregate Limit of Liability set forth in Item 3 of the Declarations.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

Authorized Representative

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
PUBLIC ENTITY LIABILITY ENHANCEMENT ENDORSEMENT**

Named Insured New Jersey Economic Development Authority			Endorsement Number 8
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
ACE MUNICIPAL ADVANTAGE PUBLIC ENTITY LIABILITY POLICY**

It is agreed that the **Policy** is amended as follows:

- Item 7 of the Declarations is deleted and the following is inserted:

Item 7. **Extended Reporting Period:**

A. Additional Premium:	B. Additional Period:
80% of Annual Premium	12 months
150% of Annual Premium	24 months
175% of Annual Premium	36 months

- Item 8 of the Declarations is deleted and the following is inserted:

Item 8. **Crisis Management Fund:**

\$50,000

- Section II, Defense, subsection B, is amended by deleting the phrase “50%” in line 7, and “50%” in line 9 and inserting the following percentages for each phrase respectively:

70% in line 7

30% in line 9

- Section IV, Exclusions, is amended as follows:

- Subsection A is amended by adding the following:

This exclusion shall apply to any **Insured** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion only, the knowledge possessed by the **Public Entity’s** officers, directors, Risk Manager, General Counsel, Human Resources Manager, or organizational equivalents of such positions, shall be imputed to other **Insureds**, and the knowledge of any other **Insured**, other than the aforementioned officers or employees, shall not be imputed to another **Insured**.

- Subsection B is amended by adding the following:

This exclusion shall not apply unless and until there is an adverse admission by, finding of fact, or final adjudication against any **Insured** as to such conduct, at which time the **Insured** shall reimburse the **Insurer** for all **Claims Expenses** paid on account of such **Claim**. This exclusion shall apply to any **Insured** who had knowledge of or participated in the aforementioned conduct. For purposes of this exclusion only, the knowledge possessed by the **Public Entity’s** officers, directors, Risk Manager, General Counsel, Human Resources Manager, or organizational equivalents of such positions, shall be imputed to other **Insureds**, and the knowledge of any other **Insured**, other than the aforementioned officers or employees, shall not be imputed to another **Insured**.

c. Subsection C is amended by deleting the phrase “Policy Period aggregate limit of liability of \$100,000” and inserting the phrase “sub-limit of liability of 50% of the Policy Period aggregate limit of liability up to \$500,000” in its place.

d. Subsection J is deleted in its entirety and replaced with the following:

J. brought by or on behalf or in the right of any **Insured**, any entity that is operated, controlled, or managed by the **Public Entity**, or any security holder or member of the **Public Entity**, whether directly or derivatively, except, and subject to the terms and conditions of this **Policy**, where such **Claim** is:

1. made by a former elected or duly appointed official of the **Public Entity** who has not served in such position for at least two (2) years prior to such **Claim** first being made;
2. made by a security holder or member of the **Public Entity**, where such **Claim** is instigated and continued totally independent of, and totally without the solicitation, assistance, active participation or intervention of an **Insured**, or any director, officer, trustee, governor, management committee member, member of the management board or **Employee** of the **Public Entity**;
3. brought or maintained by any **Insured Person** in the form of a cross-claim or a third-party claim for contribution or indemnity which is part of, and results directly from, a **Claim** that is covered by this **Policy**;
4. brought by an **Insured Person** for a **Wrongful Employment Practice**; or
5. brought by any bankruptcy or insolvency trustee, debtor-in-possession, receiver, examiner, liquidator or similar official for the **Public Entity**;

Whistleblower Conduct by an **Insured Person**, other than a director, as set forth in 18 U.S.C. 1514A, shall not be considered solicitation, assistance, active participation, or intervention of an **Insured Person**.

For the purpose of this endorsement, **Whistleblower Conduct** means any activity set forth in 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 employee, or an enforcement action by the whistleblower set forth in Sec. 1514A (b).

5. Section VII, **Extended Reporting Periods**, subsection A is amended by deleting the phrase “60 days” and inserting the phrase “90 days” wherever it appears in the subsection.

6. Section X, Notice, subsection A is deleted in its entirety and the following is inserted:

A. The **Insured** shall, as a condition precedent to their rights under this **Policy**, give to the **Insurer** written notice of any **Claim** as soon as practicable after the Office of the Executive Director of the **Public Entity** is first made aware of such **Claim**, but in no event later than 60 days after (1) the end of the Policy Period, or (2) with respect to **Claims** first made during any applicable Automatic or Optional **Extended Reporting Period**, the end of such Automatic or Optional **Extended Reporting Period**.

7. Section XIII, Representations, is amended as follows:

a. Subsection C is amended by deleting the phrase “For purposes of this subsection C, the knowledge of any **Insured Person** shall not be imputed to any other **Insured Person**” and replacing it with the following:

For purposes of this subsection C, only the knowledge of the **Public Entity’s** officers, directors, Risk Manager, General Counsel, Human Resources Manager, or organizational equivalents of such positions, shall be imputed to the **Public Entity**. The knowledge of any **Insured Person**, other than the above officers, shall not be imputed to any other **Insured Person**.

b. The following subsection is added:

D. Solely with respect to Insuring Agreement A.1, the **Insurer** agrees that it shall not seek to rescind the **Policy** with respect to any **Insured Person** who did not know the facts misrepresented or omitted.

8. Section XIV, Termination of the **Policy**, subsection A is deleted in its entirety and replaced with the following:

D. This **Policy** shall terminate at the earliest of the following times:

1. 10 days after receipt by the **Public Entity** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such 10 day period;
2. upon expiration of the **Policy Period** as set forth in Item 2 of the Declarations; or
3. at such other time as may be agreed upon by the **Insurer** and the **Public Entity**.

9. The **Policy** is amended by adding the following:

XXII. PAYMENT PRIORITY

- A. If the amount of any **Damages** and **Claims Expenses** which is otherwise due and owing by the **Insurer** exceeds the then-remaining Limit of Liability applicable to the **Damages** and **Claims Expenses**, the **Insurer** shall pay the **Damages** and **Claims Expenses** (subject to such Limit of Liability) in the following priority:
 1. first, the **Insurer** shall pay any **Damages** and **Claims Expenses** covered under Section I, Insuring Agreement A1, Public Officials' Liability, in excess of any applicable Retention shown in Item 4 of the Declarations;
 2. second, only if and to the extent the payment under paragraph 1 above does not exhaust the applicable Limit of Liability, the **Insurer** shall pay any **Damages** and **Claims Expenses** in excess of the Retention shown in Item 4 of the Declarations covered under any other applicable Insuring Agreement.
- B. Subject to the foregoing paragraph, the **Insurer** shall, upon receipt of a written request from the chief executive officer of the **Public Entity**, delay any payment of **Damages** and **Claims Expenses** otherwise due and owing to or on behalf of the **Public Entity** until such time as the chief executive officer of the **Public Entity** designates. The liability of the **Insurer** with respect to any such delayed **Damages** and **Claims Expenses** payment shall not be increased, and shall not include any interest, on account of such delay.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

Authorized Representative

EXCLUSION E AMENDED

Named Insured New Jersey Economic Development Authority			Endorsement Number 9
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
ACE MUNICIPAL ADVANTAGE PUBLIC ENTITY LIABILITY POLICY**

It is agreed that the **Policy** is amended as follows:

- Item 3 of the Declarations is deleted in its entirety and the following is inserted:

Item 3A. Limits of Liability Each **Claim** and in the Aggregate for all **Claims** including **Claims Expenses** (other than **Claims** alleging, based upon, arising out of or attributable to an **Inverse Condemnation Wrongful Act**):

\$15,000,000

Item 3B. Limits of Liability Each **Claim** and in the Aggregate for all **Claims** including **Claims Expenses** (**Claims** alleging, based upon, arising out of or attributable to an **Inverse Condemnation Wrongful Act**):

\$2,500,000

The Limits of Liability set forth in Item 3B shall be part of the Limits of Liability set forth in Item 3A above.

- Item 4 of the Declarations is deleted in its entirety and the following is inserted:

Item 4. Retention

A. For **Damages** and **Claims Expenses** under Insuring Agreement IA.1:

\$0 each **Claim**

B1. For **Damages** and **Claims Expenses** under Insuring Agreement IA.2 and IB:

\$250,000 each **Claim** (other than **Claims** alleging, based upon, arising out of or attributable to an **Inverse Condemnation Wrongful Act**)

B2. For **Damages** and **Claims Expenses** under Insuring Agreement IA.2 and IB:

\$250,000 each **Claim** (**Claims** alleging, based upon, arising out of or attributable to an **Inverse Condemnation Wrongful Act**)

C. For **Damages** and **Claims Expenses** under Insuring Agreement IC:

\$250,000 each **Claim**

3. Section III, Definitions, is amended to add the following:

Inverse Condemnation Wrongful Act is a **Wrongful Act** arising out of an inverse condemnation by the **Public Entity**.

4. Section IV, Exclusions, subsection E is deleted in its entirety and replaced with the following:

- E. alleging, based upon, arising out of or attributable to the operation of the laws, and principles of eminent domain, condemnation, temporary or permanent taking, adverse possession or dedication by adverse use.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 10
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

New Jersey Economic Development Authority Choice of Counsel

It is agreed that the last sentence of Section II, Defense, subsection A, is deleted in its entirety and replaced with the following:

The **Insured** shall not admit or assume liability or settle or negotiate to settle any **Claim** or incur any **Claims Expenses** without the prior written consent of the **Insurer**, and the **Insured** can choose the Attorney General of the State of New Jersey to represent it in a **Claim**. If the Attorney General of the State of New Jersey is unable to represent it, the **Insurer** and the **Insured** will jointly choose counsel.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 11
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Definition of Insured Amended

It is agreed that Section II, Definitions, subsection P, **Insured Person**, is amended to add the following:

Insured Person also means any independent contractors who are natural persons, but only with respect to services performed on behalf of the **Public Entity**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 12
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Exclusion O Amended

It is agreed that Section IV, Exclusions, subsection O, is amended to add the following:

However, the **Insurer** shall defend such a **Claim** in accordance with Section II, Defense, subject to a **Policy Period** aggregate limit of liability of \$100,000. This limit shall be part of the Limit of Liability stated in Item 3 of the Declarations.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 13
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Network Security or Privacy Liability Exclusion

1. Section III, Definitions, is amended by adding the following:
 - **Network Security or Privacy Breach** means:
 1. the failure by the **Insured** to properly handle, manage, store, destroy or otherwise control confidential corporate or personally identifiable information;
 2. any violation of the **Insured's** privacy policy, or any violation by the **Insured** of:
 - (a) the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 - (b) the Gramm-Leach-Bliley Act of 1999;
 - (c) the California Security Breach Notification Act (CA SB 1386);
 - (d) Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a), but solely for alleged violations of unfair or deceptive acts or practices in or affecting commerce;
 - (e) the Drivers Privacy Protection Act ("DPPA") 18 U.S.C. § 2721, et. seq., or
 - (f) any violation of any other similar state, federal, and foreign identity theft and privacy protection legislation that requires commercial entities that collect personal information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that personal information has potentially been compromised; or
 3. a failure in network security, including but not limited to activities performed by the **Insured** to protect against unauthorized access to, unauthorized use of, a denial of service attack directed against, or transmission of malicious code to the **Insured's** computer system.
2. Section IV, Exclusions, is amended by adding the following:
 - alleging, based upon, arising out of or attributable to a **Network Security or Privacy Breach**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 14
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Amendatory Endorsement – New Jersey

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

Pursuant to New Jersey law, this **Policy** cannot be terminated or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the **Insured**. The underwriting reasons or guidelines that a **Insurer** can use to terminate or nonrenew this **Policy** are maintained by the **Insurer** in writing and will be furnished to the **Insured** and/or the **Insured's** lawful representative upon written request.

This provision shall not apply to any **Policy** which has been in effect for less than 60 days at the time notice of termination is mailed or delivered, unless the **Policy** is a renewal **Policy**.

It is agreed that:

1. Section VII, **Extended Reporting Periods**, is amended at the first paragraph by deleting the phrase “(other than for failure to pay a premium when due)”.
2. Section VIII, Limits of Liability, is amended by adding the following:
 - Notwithstanding anything to the contrary in this section, to the extent New Jersey law applies to a **Claim**, any covered award of prejudgment and post-judgment interest shall not be part of, and shall be in addition to, the Aggregate Limit of Liability stated in Item 3 of the Declarations.
3. Section XIV, Termination of the **Policy**, is amended as follows:
 - a. Subsection A2 is deleted in its entirety and the following is inserted:
 2. 60 days, but not more than 120 days, after receipt by the **Public Entity** of a written notice of termination from the **Insurer**;
 - b. The following is added:
 - If this **Policy** has been in effect for 60 days or more, or is a renewal of a **Policy** the **Insurer** issued, the **Insurer** may terminate this **Policy** only for one or more of the following reasons:
 1. failure to pay a premium when due;
 2. moral hazard, as defined at N.J.A.C. 11:1-20.2(f);
 3. material misrepresentation or nondisclosure to the **Insurer** of a material fact at the time of acceptance of the risk;
 4. increased hazard or material change in the risk assumed which could not have been reasonably contemplated by the parties at the time of assumption of the risk;
 5. substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
 6. lack of cooperation from the **Insured** on loss control matters materially affecting insurability of the risk;

7. fraudulent acts against the **Insurer** by the **Insured** or its representative that materially affect the nature of the risk insured;
 8. loss of or reduction in available insurance capacity;
 9. material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal thereof;
 10. loss of or substantial changes in applicable reinsurance;
 11. failure by the **Insured** to comply with any federal, state or local fire, health, safety, building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
 12. failure by the **Insured** to provide reasonable and necessary underwriting information to the **Insurer** upon written request therefore and a reasonable opportunity to respond;
 13. agency termination provided:
 - a. the **Insurer** documents that replacement coverage at comparable rates and terms has been provided to the **Insured**, and the **Insurer** has informed the **Insured**, in writing, of its right to continue coverage with the **Insurer**; or
 - b. the **Insurer** has informed the **Insured**, in writing, of its right to continue coverage with the **Insurer** and the **Insured** has agreed, in writing, to the termination or nonrenewal based upon the termination of its appointed agent.
 14. any other reason(s) in accordance with the **Insurer's** underwriting guidelines or standards for termination of commercial lines coverage.
- Notice of termination from the **Insurer** will state the effective date of termination and the reason(s) for termination, and will be mailed by certified mail to the **Public Entity**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Proof of mailing will be sufficient proof of notice.

The **Insurer** is not required to send notice of termination if the **Insured** has replaced coverage elsewhere or has otherwise specifically requested termination.

4. The following section is added to the **Policy**:

- **NONRENEWAL**

The **Insurer** may elect to nonrenew this **Policy** for any reason(s) permitted to terminate it. In addition, the **Insurer** may nonrenew in accordance with its underwriting guideline or standard premised on adverse loss experience. If the **Insurer** elects not to renew this **Policy**, it will mail written notice of nonrenewal by certified mail to the **Public Entity**, and by first-class mail to the agent or broker of record, at the last mailing addresses known to the **Insurer**. Notice of nonrenewal will state the reason(s) for nonrenewal and will be mailed at least 30 days, but not more than 120 days, before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

The **Insurer** is not required to send notice of nonrenewal if the **Insured** has replaced coverage elsewhere or has otherwise specifically requested termination.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Named Insured New Jersey Economic Development Authority			Endorsement Number 15
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the 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, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$0.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured New Jersey Economic Development Authority			Endorsement Number 16
Policy Symbol EON	Policy Number G25605111 008	Policy Period 12/14/2023 to 12/14/2024	Effective Date of Endorsement 12/14/2023
Issued By (Name of Insurance Company) ACE American Insurance Company			

Cap On Losses From Certified Acts Of Terrorism

This endorsement modifies insurance provided under the following:

ACE Scholastic Advantage Educators Legal Liability Insurance Policy

ACE Municipal Advantage Public Entity Liability Policy

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the **Insurer** has met its deductible under the Terrorism Risk Insurance Act, the **Insurer** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

“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.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for **Damages** or **Claims Expenses** that are otherwise excluded under this **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative



**POLICYHOLDER
DISCLOSURE NOTICE
OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--

-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will reimburse 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.



U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and 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 Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, 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 law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at chubbproducercompensation.com or by calling the following toll-free telephone number:

1-866-512-2862.



100 Granite Drive, Suite 205, Media, PA 19063
Phone: (610) 892-7688 | Fax: (610) 892-7695
www.safegardgroup.com

INVOICE

Customer	New Jersey Economic Development Authority
Acct #	22
Date	12/13/2023
Customer Service	William Donato Jr., CPCU Jennifer Ackerman, CIC, CRIS
Page	1 of 1

New Jersey Economic Development Authority
P.O. Box 990
36 West State Street
Trenton, NJ 08625-0990

Payment Information	
Invoice Summary	\$ 222,649.71
Payment Amount	
Payment for:	Invoice#484896
G25605111 008	

Thank You

Please detach and return with payment



Customer: New Jersey Economic Development Authority

Invoice	Effective	Transaction	Description	Amount
484896	12/14/2023	Renew policy	Policy #G25605111 008 12/14/2023-12/14/2024 CHUBB GROUP OF INSURANCE COS. / ACE American Insurance Company Public Officials Liab - Public Officials Liability NJPLIGA - Public Officials Liability	221,542.00 1,107.71

Payment Due Upon Receipt

Total

\$ 222,649.71

Thank You

The Safegard Group

100 Granite Drive, Suite 205
Media, PA 19063

(610)892-7688

eassistant@safegardgroup.com

Date

12/13/2023