

GREENEVILLE CITY BOARD OF EDUCATION

AGENDA

Date of Meeting: June 23, 2026

Time: 5:00 PM

Location: Professional Development Center at the Kathryn W. Leonard
Administrative Office

- I. **Call to Order**
- II. **Pledge to the Flag**
- III. **Recognition of Visitors**
- IV. **Special Recognition** (5 minutes)

- Olivia Howard
- Carmen Cox Recipients

- V. **Public Comment Period** (20 Minutes)

- VI. **Conflict of Interest Statement** (5 Minutes)

Chair to Board Members:

- "If you have any relative who is employed by the Board of Education, meaning a spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you, please acknowledge the same at this time by raising your hand."

Chair to Board Members:

2. "To those board members who just raised their hands, do you hereby certify that any and all votes you will cast during this meeting are in the best interest of the school system? If so, please say, 'Aye.'"

Chair to Board Secretary:

3. "Please reflect within the minutes that possible conflicts were acknowledged, with board members present confirming their intent to act in the best interest of the school system."

- VII. **Approval of Agenda** (5 Minutes)

VIII. **Consent Agenda** (5 minutes)

- A. Consideration of Approving Minutes of May 11, 2026, Board Meeting
- B. Consideration of Accepting Personnel Report
- C. Consideration of Approving Board Policy Revisions (2nd Reading)
- D. Consideration of Approving Disposal of Surplus Under \$500.00
- E. Consideration of Approving Disposal of Surplus
- F. Consideration of Approving Purchase of Audio/Visual Equipment for GHS - Executive Approval Granted 5/29/26
- G. Consideration of Approving Copy Paper Contract for District 2026-2027
- H. Consideration of Approving Carmen Cox Scholarship Recipients
- I. Consideration of Approving 2026-2027 Differentiated Pay Plan
- J. Consideration of Approving Final 2025-2026 School Nutrition Budget Amendment
- K. Consideration of Approving Final 2025-2026 General Purpose Budget Amendment
- L. Consideration of Approving School Trip Request

IX. **Action Items**

- A. Consideration of Accepting May 2026 Financial Statements (5 minutes)
- B. Consideration of Approving Board Policy Revisions - 1st Reading (5 minutes)
- C. Consideration of Approving Policies on 1st & Final Reading (15 Minutes)
- D. Consideration of Approving Specialty Insurance Coverage for 2026-2027 (5 Minutes)
- E. Consideration of Approving Insurance Coverage for 2026-2027 (5 Minutes)
- F. Consideration of Approving Participation in Litigation to Pursue Damages Under the False Claims Act and Authorizing the Director of Schools to Execute any Final Settlement Agreement, if One is Reached (5 Minutes)

X. **Director's Report** (5 minutes)

XI. **Director of Schools Evaluation** (5 Minutes)

XII. **Legislative Update** (5 Minutes)

XIII. **Adjournment**

OFFICIAL MINUTES OF THE GREENVILLE CITY BOARD OF EDUCATION

Monday, May 11, 2026

The Greenville City Board of Education met in Regular session on Monday, May 11, 2026, at the Professional Development Center at the Kathryn W. Leonard Administrative Office, 129 W Depot St, Greenville, TN 37743. Board Members Present: Pam Botta (Board Member), Cindy Luttrell (Board Member), Josh Quillen (Chair/Treasurer), Dr. Craig Shepherd (Vice-Chair). Absent: Crystal Hirschy (Board Member). Others in attendance included Steve Starnes, Director of Schools, several administrative personnel, and community members. The Chairman called the meeting to order and welcomed all in attendance.

BUSINESS TRANSACTED

I. Call to Order

II. Pledge to the Flag

Pledge of Allegiance was led by Hanson Crum and Nori Aiken, Hal Henard students.

III. Recognition of Visitors

IV. Special Recognition

Spencer Morrell, GCSEF Executive Director, presented the Character Ed Students and the charity they had chosen.

Highland: Kadyn Price (Highland Elementary School) and Aliyah Gash (Greenville-Greene County Humane Society)

Hal Henard: Hanson Crum (Canine Companions) and Nori Aiken (The Hope Center)

Tusculum View: Marlee Kilday (Isaiah House) and Toby Wiggin (Isaiah House)

GMS: Brantley Marion (Pawsitively Posh) and Olivia Howard (Youth Town)

EastView: Elena Mulhollen (First Baptist Church) and Hudson Brooks (K9's for Warriors)

GHS: Willie Woolsey (Opportunity House) and Jacey Goodwin (The Hope Center)

V. School Report

Janet Ricker, Principal of Hal Henard Elementary School, presented a school report highlighting students' and staff's accomplishments. She showcased a video produced in collaboration between the Hal Henard leadership team and Greenville High School students that highlighted the unique culture and special qualities of Hal Henard Elementary School. Mrs. Ricker also expressed deep gratitude and appreciation for the faculty and staff for their dedication and commitment to students and reflected on her upcoming retirement.

VI. Public Comment Period

There were no requests to speak on any agenda item.

VII. Conflict of Interest Statement

Chair to Board Members:

1. "If you have any relative who is employed by the Board of Education, meaning a spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you, please acknowledge the same at this time by raising your hand." **Chair to Board Members:**
2. "To those board members who just raised their hands, do you hereby certify that any and all votes you will cast during this meeting are in the best interest of the school system? If so, please say, 'Aye.'"

Chair to Board Secretary:

"Please reflect within the minutes that Botta acknowledged possible conflicts and confirmed her intent to act in the best interest of the school system."

VIII. Approval of Agenda

It was recommended to approve the Agenda as presented. Board approval was unanimous on a motion from Luttrell (Board Member) and a second from Dr. Shepherd (Vice-Chair).

IX. Consent Agenda

It was recommended to approve the Consent Agenda as presented. Board approval was unanimous on a motion from Botta (Board Member) and a second from Luttrell (Board Member).

A. Consideration of Approving Minutes of April 28, 2026, Board Meeting

The minutes of the April 28, 2026, Board Meeting were unanimously approved as presented. A copy is on file in the Director of Schools' office.

B. Consideration of Approving Minutes of April 30, 2026, GCS Budget Workshop

The minutes of April 30, 2026, Budget Workshop were unanimously approved as presented. A copy is on file in the Director of Schools' office.

C. Consideration of Accepting Personnel Report

Board approval was unanimous for the acceptance of personnel changes since the April report. A copy of the report is attached to the minutes.

D. Consideration of Approving Board Policy Revisions (2nd Reading)

Copies of these policies are attached to the minutes. Board approval was unanimous on 2nd reading for the following policies:

- 2.400 Revenues
- 2.404 School Support Organizations
- 2.601 Fundraising Activities
- 2.701 Financial Reports and Records
- 2.702 Inventories
- 2.800 Expenditure of Funds
- 2.805 Purchasing
- 2.806 Bids and Quotations
- 2.808 Purchase Orders and Contracts
- 2.810 Payment Procedures
- 2.900 Student Activity Funds Management
- 4.301 Interscholastic Athletics
- 5.310 Vacation and Holidays
- 5.403 Drug & Alcohol Testing for Employees
- 5.800 Director of Schools' Role, Recruitment, and Selection
- 5.802 Director of Schools' Duties
- 5.803 Evaluation of the Director of Schools
- 6.309 Zero Tolerance Offenses
- 6.411 Student Wellness
- 6.412 Emergency Allergy Response Plan
- 6.3071 Student Alcohol and Drug Testing

E. Consideration of Approving School Trip Request

Board Policy 4.302 specifies that the Board must approve field trips that are both overnight and out-of-state. Additionally, approval is required when students must leave school early for participation in athletic events.

- GHS Soccer Team requested approval to travel to Gatlinburg, TN to participate in a tournament from 05/19/2026 - 05/23/2026.
- GHS Basketball Team requested approval to travel to Spartanburg, SC, to participate in a camp from 06/04/2026 - 06/06/2026.
- GHS Basketball Team requested approval to travel to Franklin, TN, to participate in a camp from 06/11/2026 - 06/13/2026.

F. Consideration of Approving Disposal of Nutrition Equipment under \$500.00

GCS Board Policy 2.403 gives the Greeneville Board of Education the authority to declare district property that is no longer useful nor necessary as surplus and to authorize the disposal of such equipment, books, or materials. The Board unanimously approved the disposal of an ice machine located at Greeneville High School.

G. Consideration of Approving 2026-2027 School Nutrition Budget

The State of Tennessee requires approval of the School Nutrition Budget by the Board of Education. The financial position of the School Nutrition Program at GCS is very good. The Board unanimously approved the 2026-2027 School Nutrition Budget.

X. Action Items

A. Consideration of Approving 2026-2027 General Purpose Budget

Greeneville City Board of Education approves a budget to be presented to the City Council each year. The 2026-2027 General Purpose Budget presented reflects the latest information available at informational cutoff points. The Budget is a culmination of a thorough and in-depth process. It reflects the Administration, Leadership Team, and the Board of Education's best efforts to address the needs of Greeneville City Schools and meet State and Federal requirements. The 2026-2027 General Purpose School Fund Budget presented reflects total revenues, equity, and expenditures of \$40,642,330. It was recommended to approve 2026-2027 General Purpose Budget. Board approval was unanimous on a motion from Dr. Shepherd (Vice-Chair) and a second from Botta (Board Member).

B. Consideration of Approving Board Policy Revisions - 1st Reading

Revisions are recommended to the following policies on 1st reading:

- 5.114 Personnel Records
- 5.200 Separation Practices for Tenured Teachers
- 5.201 Separation Practices for Non-Tenured Teachers
- 5.202 Separation Practices for Non-Certified Employees
- 5.302 Sick Leave
- 5.400 Personnel Health Examinations-Communicable Diseases
- 5.606 Political Activities
- 5.608 Tutoring for Pay
- 6.300 Code of Conduct

It was recommended to approve the revisions to the policies as presented on 1st reading. Board approval was unanimous on a motion from Dr. Shepherd (Vice-Chair) and a second from Luttrell (Board Member).

C. Consideration of Approving Purchase of Virtual Host Server

Greeneville City Schools (GCS) relies extensively on its virtual server infrastructure, currently operating more than 70 virtual servers across two primary host servers. These systems support all critical business operations, including PowerSchool, Munis, and Active Directory. Due to aging equipment and evolving hardware requirements, periodic replacement of host servers is necessary. This purchase will support the district's planned migration from VMware to Hyper-V as

its hypervisor platform. This transition is being driven by Broadcom's acquisition of VMware and anticipated licensing changes, which are expected to make continued use of VMware financially unsustainable. The cost of the Dell PowerEdge R770 server is \$40,589.80 and is a budgeted expense within the 2025-2026 IT budget. It was recommended to approve the Purchase of Virtual Host Server. Board approval was unanimous on a motion from Botta (Board Member) and a second from Dr. Shepherd (Vice-Chair).

D. Consideration of Approving Purchase of Cell Booster Solution for GCTA Building

Cellular reception within the GCTA building presents a significant safety concern, with frequent dropped calls, missed messages, and unreliable RAVE alert notifications. These issues are attributed to the building's geography and distance from cell towers. Previous attempts to improve service with consumer-grade carrier extenders have proven ineffective due to the facility's size and the number of devices in use.

Ambit Solutions conducted a comprehensive internal coverage audit and, in collaboration with GCTA and GCS staff, developed a plan for an enterprise-level solution. The proposed system will utilize SOLiD BARS and Wilson Electronics equipment to provide whole-building coverage across all major carriers. The design includes strategically placed internal antennas and rooftop multi-carrier antennas to capture and amplify the signal throughout the building, with particular emphasis on improving coverage in designated lockdown areas and other low-reception zones.

The total cost for equipment and installation is \$58,865, with an annual support and maintenance fee of \$500. The project will be completed under TIPS Contract 230105 and is expected to provide a multi-year solution. Funding for the project will include \$55,135.00 from local TISA safety funding and \$3,730 from the Public School Security Grant. It was recommended to approve the Purchase of Cell Booster Solution for GCTA Building. Board approval was unanimous on a motion from Luttrell (Board Member) and a second from Botta (Board Member).

XI. Director's Report

Starnes recognized, congratulated, and thanked:

1. Happy Teacher Appreciation Month to all Greeneville City Teachers! Outstanding teachers are the foundation of our success.
2. Congratulations to all our Character Education students who were recognized this evening. John C Maxwell said "Talent is a gift, but character is a choice" and John Wooden said "Be concerned with your character more than your reputation, because your character is what you really are, while your reputation is merely what others think you are."
3. Congratulations to Mrs. Janet Ricker on an outstanding career and tenure as principal of Hal Henard Elementary. I don't know of anyone who has a bigger heart for kids than Janet. Job well done!
4. Congratulations to the GHS Soccer team on winning their sixteenth straight District 2-2A Championship. They begin regional play on Tuesday, May 12, at 6 pm.
5. Congratulations to the GHS Baseball Team on winning their third consecutive Region 1-3A championship. They will host Anderson County in a best-of-three series beginning on Wednesday, May 13, at 6 pm, with a trip to the State

Championships on the line. The sectionals will be played at Tusculum University.

6. The GHS Boys Track team has qualified to compete in the State Track Championship, which begins next week in the following events: the 4 x 800 meter relay, the individual 1600 meter and 3200 meter runs, the 110 meter hurdles, and the discus.
7. Ellen Lipe, CFO, and Starnes will present the budget to the City Council tomorrow, Tuesday, May 12, at 4:00 p.m. in the G. Thomas Love Board Room at GEA.
8. Starnes invited the Board to attend the TOPS Graduation Ceremony, which will take place on Saturday, May 16, beginning at 5 pm in the auditorium at TN High School in Bristol.
9. The GMS 8th-grade awards celebration will take place at the NPAC on Monday, May 18, beginning at 10 am.
10. Starnes invited the Board Members to attend the GCS Personnel Banquet on Thursday, May 21, at the First Baptist Fellowship Hall. The banquet will begin at 12:30 pm.
11. The GHS Graduation Ceremony will take place on Saturday, May 23, beginning at 10 am. The location of the Graduation Ceremony will be announced on the morning of Wednesday, May 20.

XII. Legislative Update

There were no Legislative updates.

XIII. Adjournment

The meeting was adjourned at approximately 5:56 p.m. Board approval was unanimous on a motion from Botta (Board Member) and a second from Dr. Shepherd (Vice-Chair).

Respectfully submitted,

Josh Quillen, Chair

Steve Starnes, Director of Schools









Disposal Approval May 2026

Final Audit Report

2026-06-09

Created:	2026-06-09
By:	Salissa Carver (carvers@gcschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAawNFQuFx5iLzsaTanbagP2_rQr1tCGx3C

"Disposal Approval May 2026" History


-  Document created by Salissa Carver (carvers@gcschools.net)
2026-06-09 - 12:55:07 PM GMT
-  Document emailed to Richard Tipton (tiptonr@gcschools.net) for signature
2026-06-09 - 12:55:36 PM GMT
-  Email viewed by Richard Tipton (tiptonr@gcschools.net)
2026-06-09 - 12:56:49 PM GMT
-  Document e-signed by Richard Tipton (tiptonr@gcschools.net)
Signature Date: 2026-06-09 - 1:03:16 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Steve Starnes (starness@gcschools.net) for signature
2026-06-09 - 1:03:18 PM GMT
-  Email viewed by Steve Starnes (starness@gcschools.net)
2026-06-09 - 1:11:06 PM GMT
-  Document e-signed by Steve Starnes (starness@gcschools.net)
Signature Date: 2026-06-09 - 1:13:01 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-06-09 - 1:13:01 PM GMT


Greeneville City Schools Surplus Disposal Approval Form


	Item Description
1	(1) Student desk
2	(1) Tear-drop shape table.
3	(2) Stationary turquoise office chairs
4	(1) Stationary Computer stand
5	
6	
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25	

*Items less than \$500.00 value can be disposed of without auction per BOE policy 2.403

The above listed individual items have a monetary value of less than \$500.00

Operations Supervisor Approval  Phillip Graham

Director of Schools Approval  Steve Starnes (May 19, 2026 17:10:21 EDT)

School Board Chair Approval  Joshua J.E. Quillen (Jun 17, 2026 07:34:01 MDT)

All items have been disposed of Yes No

Custodial Supervisor _____









surplus disposal form June 2026

Final Audit Report

2026-05-19

Created:	2026-05-19
By:	Jamie Galyon (galyonj@gcschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIDNKzhPNftzKslLzpJwe0e5MmpcsEdXE

"surplus disposal form June 2026" History

-  Document created by Jamie Galyon (galyonj@gcschools.net)
2026-05-19 - 7:15:37 PM GMT
-  Document emailed to Phillip Graham (grahamp@gcschools.net) for signature
2026-05-19 - 7:16:38 PM GMT
-  Email viewed by Phillip Graham (grahamp@gcschools.net)
2026-05-19 - 7:22:43 PM GMT
-  Document e-signed by Phillip Graham (grahamp@gcschools.net)
Signature Date: 2026-05-19 - 7:23:13 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Steve Starnes (starness@gcschools.net) for signature
2026-05-19 - 7:23:15 PM GMT
-  Email viewed by Steve Starnes (starness@gcschools.net)
2026-05-19 - 9:09:55 PM GMT
-  Document e-signed by Steve Starnes (starness@gcschools.net)
Signature Date: 2026-05-19 - 9:10:21 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
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2026-05-19 - 9:10:21 PM GMT







For Executive Approval

Final Audit Report

2026-06-17

Created:	2026-06-17
By:	Jamie Galyon (galyonj@gcschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVcFSbFp7WgIWz-OKqL3PI5Fi2PaW3vVR

"For Executive Approval" History

-  Document created by Jamie Galyon (galyonj@gcschools.net)
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2026-06-17 - 12:26:27 PM GMT
-  Email viewed by joshq@southstatecontractors.com
2026-06-17 - 1:33:03 PM GMT
-  Signer joshq@southstatecontractors.com entered name at signing as Joshua J.E. Quillen
2026-06-17 - 1:33:59 PM GMT
-  Document e-signed by Joshua J.E. Quillen (joshq@southstatecontractors.com)
Signature Date: 2026-06-17 - 1:34:01 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-06-17 - 1:34:01 PM GMT

Make	Model	VIN	Year	Body Type
HMST	5HA	5HABE1428KN073185	2019	EB

Description

Enclosed cargo trailer manufactured by Homesteader Trailers



We have prepared a quote for you

Artome X20



Quote # 032717
Version 1

Prepared for:

Greeneville City Schools

Chuck Broyles
broylesc@gcschools.net

Products

Description	Price	Qty	Ext. Price
A00589 Artome X20 platform (White)	\$10,995.00	1	\$10,995.00
V11HA52920 Epson EB-PU2010W Ultra Short Throw 3LCD Projector - 16:10 - Ceiling Mountable - High Dynamic Range (HDR) - 1920 x 1200 - Front, Rear, Ceiling - 1080p - 20000 Hour Normal Mode - WUXGA - 2,500,000:1 - 10000 lm - HDMI - DVI - USB - Network (RJ-45) - 3 Year W	\$12,214.00	1	\$12,214.00
			
V12H004U04 Epson ELPLU04 - Short Throw Lens - Designed for Projector	\$2,667.48	1	\$2,667.48
			
Shipping Shipping	\$175.00	1	\$175.00

Subtotal: \$26,051.48



Artome X20

Prepared by:

Knoxville HQ

Brandon Calhoun
615-812-5566
brandon@centralinc.com

Prepared for:

Greeneville City Schools

129 W Depot St
Greeneville, TN 37743
Chuck Broyles
(423) 787-8000
broylesc@gcschools.net

Quote Information:

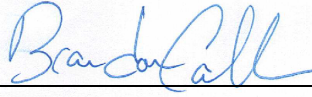
Quote #: 032717

Version: 1
Delivery Date: 05/28/2026
Expiration Date: 06/15/2026

Quote Summary

Description	Amount
Products	\$26,051.48
Total: \$26,051.48	

Knoxville HQ

Signature: 
Name: Brandon Calhoun
Title: Account Manager
Date: 05/28/2026

Greeneville City Schools

Signature: _____
Name: Chuck Broyles
Date: _____

Copy Paper Bid 2026-2027

Greeneville City Schools
Jason B. Horne
Assistant Director of Schools for Administration
129 W. Depot Street
Greeneville, TN. 37743
Questions: 423-787-8019
Email: hornej@gcschools.net

Date: May 26, 2026
Prices guaranteed for entire 2026-2027 School Year

Pricing:

White Copy Paper	8.5" x 11", 20 lb. 92-Bright, 10 reams/case Stock # AWS-8121192	\$ 42.86 CS
Color Copy Paper	8.5" x 11, 20 lb. 92-Bright, 10 reams/case Stock # BSN-05121 "Blue" Stock # BSN-05122 "Canary/Yellow" Stock # BSN-05125 "Goldenrod" Stock # BSN-05123 "Green" Stock # BSN-11212 "Orchid" Stock # BSN-05124 "Pink"	\$ 76.14 CS
3-Hole Punch Paper	8.5" x 11", 20 lb, 92-Bright, "3-Hole Punch" Stock # UNV-28230	\$ 63.60 CS

A&W Supply
Rob Johnson
10653 Dutchtown Raod
Knoxville, TN. 37932
Phone # 865-386-5803
Email: rob.johnson@awos.com



Date Completed: 05/19/2026

Pricing Offer: Valid for 60 days from above 'Date Completed'.

Pricing Proposal For: Greenville City Schools

Request Number: PR-0058443

Quote Number: PQ-0090908

Original Customer Information									
Sequence Number	Customer Bid Item	Customer Item Description	Cust UOM	Cust UOM Qty	Cust Qty	Customer's Current Price	Customer's Current Extended Price	Proposed Price In Cust UOM	Proposed Price In Staples UOM
1						\$ 0.00	\$ 0.00	\$ 39.49	\$ 39.49
2						\$ 0.00	\$ 0.00	\$ 50.17	\$ 50.17
3						\$ 0.00	\$ 0.00	\$ 55.79	\$ 55.79

* Staples pricing is confidential and for customer's eyes only. It may not be shared with any third party (including any consultant) without Staples express writ

* Pricing subject to change. Additional fees may apply.

* Pricing offer is valid for 60 days from above 'Date Completed'.

Proposal Summary

Current Spend	\$0.00
Proposed Spend	\$0.00
Savings (\$)	\$0.00
Savings (%)	0.00%

Proposed Item Offering

Extended Price	Projected Savings (\$)	Projected Savings (%)	Item Number	Description	Min Sell UOM	Qty In Sell UOM	Unit Factor (Staples vs Cust)
\$ 0.00	\$ 0.00	0.0%	324791	8.5" x 11" Copy Paper, 20 lbs., 92 Br	CT	5000	1
\$ 0.00	\$ 0.00	0.0%	122457	Staples 3-Hole Punch Copy Paper, 8.5	CT	5000	1
\$ 0.00	\$ 0.00	0.0%	24417800	Staples Pastel 30% Recycled Multipur	CT	5000	1

Item consent.

REQUEST FOR PROPOSAL RESPONSE

Copy Paper Bid — Greenville City Schools

Bid Reference: Copy Paper Supply 2026–2027 School Year

Submitted By Clay Operations Group Professional Office Supply Solutions	Submitted To Jason B. Horne, Asst. Director of Schools Greenville City Schools 129 W. Depot St., Greenville, TN 37743
Submission Date May 26, 2026	Bid Deadline May 28, 2026 at 8:30 AM EST
Contract Period 2026–2027 Full School Year	Price Guarantee Guaranteed for entire 2026–2027 school year

1. Letter of Introduction

May 26, 2026

Jason B. Horne, Assistant Director of Schools for Administration
Greenville City Schools
129 W. Depot St., Greenville, TN 37743

Dear Dr. Horne,

Clay Operations Group is pleased to submit this proposal in response to the Greenville City Schools Request for Proposal for Copy Paper — Bid Year 2026–2027. We understand the critical role that reliable, high-quality copy paper plays in the day-to-day operations of your schools, and we are committed to being a long-term partner you can depend on.

Our proposal meets or exceeds every specification outlined in your RFP. We are offering competitive, all-inclusive pricing — with all shipping and handling fees incorporated into our per-case rates — and a price guarantee covering the entire 2026–2027 school year. We are fully prepared to support a Vendor Managed Inventory (VMI) solution with on-demand ordering capabilities to ensure your schools never run short.

We welcome the opportunity to serve Greenville City Schools and look forward to your consideration.

Respectfully submitted,

Clay Operations Group
Professional Office Supply Solutions

2. Pricing Schedule

All prices below are per case and are all-inclusive — shipping and handling fees are incorporated. Prices are guaranteed fixed for the entire 2026–2027 school year.

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		(Incl. S&H)	(Included)	
Standard Copy Paper 20 lb, 92 Bright, 8.5"x11", 5,000 Sheets/Case	810	\$62.59	\$0.00	\$50,697.90
3-Hole Punch Copy Paper 20 lb, 92 Bright, 8.5"x11", Pre-Punched, 5,000 Sheets/Case	20	\$79.19	\$0.00	\$1,583.80
Colored Copy Paper (Assorted) 20 lb, 8.5"x11", Pastel Assortment, 5,000 Sheets/Case	20	\$61.00	\$0.00	\$1,220.00
TOTAL (approx. 850 cases)	850	—	Included	\$53,501.70

Note: Pricing above reflects all shipping and handling costs. There are no additional fees. Sample cases are available upon request at no charge. Any variance from specifications will be disclosed in writing prior to shipment.

3. Specification Compliance

Clay Operations Group confirms full compliance with all RFP specifications. The table below summarizes our response to each requirement.

Requirement	Clay Operations Group Response
Shipping & Handling Fees Included	All S&H fees are fully included in quoted per-case pricing. No additional charges will appear on any invoice.
On-Demand Delivery (within 1 week)	We guarantee delivery within 5 business days of any purchase order. Rush orders (2–3 day delivery) available upon request.
VMI / Online Ordering System	We offer a full Vendor Managed Inventory (VMI) solution with an online portal supporting min/max/re-order point inventory balancing and automated procurement using customer-provided inventory data.
Paper Quality: 20 lb, 92 Bright or Better	All standard and 3-hole punch paper offered is 20 lb, 92 Bright (meeting or exceeding spec). Colored paper is 20 lb pastel assortment.
Sample Provision	Samples of all paper types will be provided to the District upon request at no cost.
Individual School Billing	Each school/location will be invoiced directly. We support purchase orders per individual school or central billing — whichever the District prefers.
Price Guarantee	All quoted prices are guaranteed fixed for the entire 2026–2027 school year, with no escalation clauses.

4. Vendor Managed Inventory (VMI) Program

Clay Operations Group's VMI program is designed to ensure Greeneville City Schools never experience a paper shortage. Our system provides:

- **Online Ordering Portal:** A dedicated web portal for each school location, accessible 24/7, with real-time inventory visibility and one-click reordering.
- **Min/Max Inventory Balancing:** We will work with your administration to establish minimum and maximum stock levels at each location. When inventory drops to the reorder point, automated alerts are triggered.
- **Automated Procurement:** Based on inventory data provided by the District, our system will automatically generate procurement recommendations or place orders on your behalf as configured.
- **Dedicated Account Representative:** A named Clay Operations Group account manager will be assigned to Greeneville City Schools for the duration of the contract.

- **Usage Reporting:** Monthly usage and inventory reports provided at no charge, by location and in aggregate, to assist the District in planning and budget tracking.

5. Certifications & Compliance Statement

Clay Operations Group hereby certifies the following:

- We have read and understand all specifications contained in this Request for Proposal.
- All quoted prices include shipping and handling and are all-inclusive.
- Prices are guaranteed fixed for the entire 2026–2027 school year with no adjustments.
- We are capable of fulfilling the full estimated order of approximately 850 cases annually.
- We will provide samples of any or all paper types upon request at no charge.
- Any variance from the stated specifications will be disclosed in writing prior to fulfillment.
- Individual school/location billing is supported and will be implemented upon award.
- We acknowledge the right of the Greeneville City Board of Education to reject any or all bids.

6. Authorized Signature

The undersigned is duly authorized to submit this bid on behalf of Clay Operations Group and agrees to all terms and conditions stated herein.

Company: Clay Operations Group	Date: May 26, 2026
Authorized Signature: 	Printed Name & Title: Marini Clay Chief Executive Officer
Email: Claydough@clayoperationsgroup.com	Phone: 901-438-8730

Thank you for the opportunity to serve Greeneville City Schools.

American Paper & Twine Co.[®]

American Paper & Twine

Copy paper Request for Greeneville City Schools

Norpac 036006 – 8.5x11 \$32.00

10 reams per case sold by case only

Valley Forge 561788 3 hole punch \$ 54.11

10 reams per case sold by case only

Price includes delivery

- Pricing and escalation terms are subject to change in response to market conditions and other unforeseeable events that are beyond the reasonable control of Imperial Bag & Paper Co. LLC d/b/a American Paper & Twine, including but not limited to labor and supply disruptions, government action, including but not limited to new or increased tariffs or duties, extraordinary weather conditions, disasters, riots, acts of God, insurrection, or war.


Dr. Customer Support

Copy Paper Bid Comparison, 2026-2027

Greeneville City Schools | Prepared May 28, 2026, revised May 29 to add late bid

Quantity basis. 760 cases standard 20 lb. white, 20 cases 3-hole punch, 20 cases color (per RFP dated 2026-05-14: approximately 800 cases total). These RFP-published quantities differ from the May 8 internal projection (790/20/50), which was higher on color.

Per-Case Pricing and Extended Cost

Vendor	White / case	White ext. (760)	3-Hole / case	3-Hole ext. (20)	Color / case	Color ext. (20)
Staples	\$39.49	\$30,012.40	\$50.17	\$1,003.40	\$55.79	\$1,115.80
A&W Supply	\$42.86	\$32,573.60	\$63.60	\$1,272.00	\$76.14	\$1,522.80
Clay Operations Group	\$62.59	\$47,568.40	\$79.19	\$1,583.80	\$61.00	\$1,220.00
American Paper & Twine (LATE)	\$32.00	\$24,320.00	\$54.11	\$1,082.20	--	--

Total Annual Cost (at RFP quantities, complete bids only)

Vendor	Total Annual Cost	Delta vs Low
Staples	\$32,131.60	(low bid)
A&W Supply	\$35,368.40	+\$3,236.80
Clay Operations Group	\$50,372.20	+\$18,240.60

American Paper & Twine did not quote color. Their quoted lines (white + 3-hole) total \$25,402.20. Estimating color at other bidders' prices: low (Clay \$61/case) \$26,622.20, high (A&W \$76.14) \$26,925.00. Either way, APT is the apparent low bidder by a wide margin.

Vendor Notes

Staples. CV Bid PQ-0090908, valid 60 days from 05/19/2026 Cut-sheet 5,000/case. Color is Lilac (Pastel 30% recycled) only. 3-hole and color flagged "Low Sales" by Staples. Prior-year incumbent (see Sep 2025 fulfillment thread). 60-day price validity does not meet RFP full-year guarantee requirement.

A&W Supply. Rob Johnson, Knoxville TN, 865-386-5803, rob.johnson@awos.com 10 reams/case (5,000 sht). Six colors at one case price (Blue, Canary, Goldenrod, Green, Orchid, Pink). Prices guaranteed for full 2026-2027 SY.

Clay Operations Group. Claydough@clayoperationsgroup.com, 901-438-8730 All S&H included. Full-year price lock. VMI / online ordering with min/max reorder. 5-business-day delivery; 2-3 day rush. Per-location billing supported. Only bidder addressing every RFP item.

American Paper & Twine (LATE). Beth VanDyke, Knoxville office, 865-330-8811, beth.vandyke@imperialdade.com. Imperial Bag & Paper Co. LLC d/b/a American Paper & Twine (APT). Established 1926. 2710 Redfern Lane, Knoxville TN 37931. Received 2026-05-29 (one day after May 28 bid open). White: Norpac 036006 at \$32.00/case. 3-hole: Valley Forge 561788 at \$54.11/case. 10 reams/case, case-only. Price includes delivery. Color not quoted. Acceptance is at District discretion under RFP "right to waive formalities." Bid includes a broad escalation clause covering tariffs, weather, disasters, riots, and acts of God, which negates the RFP full-year price guarantee.

Scored Rubric

Weighting approach. Price holds 30 of 100 points. The remaining 70 points reflect service, specification fit, and track record because the rebid was driven by documented 2025 fulfillment problems with the incumbent. Reweighting before award is fine.

Criteria and Weights

Criterion	Weight
Price	30
Specification Compliance	15
Delivery Terms	10
Service and Account Management	15
Track Record and Risk	20
Product Breadth (Color)	10

Scoring Summary

Criterion (Wt)	American Paper & Twine (LATE)	Staples	A&W Supply	Clay Operations Group
Price (30)	30.0	30.0	27.3	19.1
Specification Compliance (15)	7	12	14	15
Delivery Terms (10)	6	7	7	10
Service and Account Management (15)	4	8	8	15
Track Record and Risk (20)	11	10	13	8
Product Breadth (Color) (10)	0	5	10	8
Total (100)	58.0	72.0	79.3	75.1

Ranking: A&W Supply (79.3), Clay Operations Group (75.1), Staples (72.0), American Paper & Twine (LATE) (58.0)

Per-Vendor Scoring Detail

A&W Supply, Total 79.3 / 100

- **Price (27.3 / 30).** Proportional to low complete bid.
- **Specification Compliance (14 / 15).** 92-bright, 20 lb, 10 reams/case. Full match. Full-year price guarantee.
- **Delivery Terms (7 / 10).** No explicit lead-time commitment.
- **Service and Account Management (8 / 15).** Standard delivery; no VMI or reporting documented.
- **Track Record and Risk (13 / 20).** Knoxville-based (regional). No prior GCS history.
- **Product Breadth (Color) (10 / 10).** Six colors at single case price.

Clay Operations Group, Total 75.1 / 100

- **Price (19.1 / 30).** Proportional to low complete bid.
- **Specification Compliance (15 / 15).** Explicit compliance table for every RFP item.
- **Delivery Terms (10 / 10).** 5-business-day standard, 2-3 day rush.

- **Service and Account Management (15 / 15).** VMI / online portal with min/max reorder, per-location billing, monthly usage reports.
- **Track Record and Risk (8 / 20).** Unknown to district; informal email domain raises a verification question.
- **Product Breadth (Color) (8 / 10).** Pastel assortment offered; specific colors not enumerated.

Staples, Total 72.0 / 100

- **Price (30.0 / 30).** Lowest complete bid at RFP quantities.
- **Specification Compliance (12 / 15).** 60-day quote validity does not meet RFP requirement for full-year price guarantee. "Low Sales" flag on 3-hole and color creates supply-availability risk.
- **Delivery Terms (7 / 10).** No explicit lead-time commitment.
- **Service and Account Management (8 / 15).** No VMI, per-location billing, or usage reporting in bid response.
- **Track Record and Risk (10 / 20).** Incumbent with documented Jul-Sep 2025 fulfillment issues.
- **Product Breadth (Color) (5 / 10).** Single SKU (Lilac). No assortment quoted.

American Paper & Twine (LATE), Total 58.0 / 100

- **Price (30.0 / 30).** Lowest per-case white (\$32, \$7.49 under Staples) and lowest 3-hole (\$54.11, far below others). Color not quoted.
- **Specification Compliance (7 / 15).** White + 3-hole quoted. Norpac (white) and Valley Forge (3-hole) brands; vendor should confirm 20 lb / 92-bright. Color NOT quoted. Bid arrived ONE DAY LATE. Bid includes broad escalation clause that negates full-year price guarantee.
- **Delivery Terms (6 / 10).** "Price includes delivery" stated, but no lead-time or carrier commitment.
- **Service and Account Management (4 / 15).** No VMI, per-location billing, or usage reporting in response.
- **Track Record and Risk (11 / 20).** Established 1926. Knoxville-based with physical office. Parent is Imperial Dade (large national distributor). Real, verifiable vendor. Risk factors: late submission, incomplete bid, escalation clause.
- **Product Breadth (Color) (0 / 10).** Not quoted.

RFP Compliance Matrix

Reference. Compared against GCS Paper RFP 2026-2027 (May 14, 2026). Green = explicit yes; yellow = silent or not addressed; red = does not meet.

RFP Requirement	American Paper & Twine (LATE)	Staples	A&W Supply	Clay Operations Group
Submitted by deadline (May 28, 2026 8:30 AM EST)	LATE (received 2026-05-29 11:01 AM)	Yes	Yes	Yes
Quantity ~800 cases (20 3-hole, 20 color)	White + 3-hole quoted; color not quoted	Per-case pricing only	Per-case pricing only	Yes, addressed
Shipping and handling included	Yes, "Price includes delivery"	Not stated	Not stated	Yes, explicit
As-needed delivery within one week of order	Not addressed	Not addressed	Not addressed	Yes, 5 business days
VMI / online ordering with min-max reorder	Not addressed	Not in bid	Not addressed	Yes, explicit
20 lb, 92-bright minimum	Brands Norpac / Valley Forge stated; spec not confirmed	Yes (324791)	Yes	Yes
Sample provided on request	Not addressed	Not addressed	Not addressed	Yes, no charge
Per-school / per-location billing	Not addressed	Not addressed	Not addressed	Yes, explicit
Variance from spec noted	No color quoted; escalation clause stated	None noted	None noted	Compliance table provided
Price guaranteed for full 2026-2027 SY	Escalation clause (does NOT meet)	60-day validity (does NOT meet)	Yes, full SY	Yes, full SY

Key Findings

- American Paper & Twine arrived one day after the May 28 bid open. The RFP and TN procurement law allow the District to waive formalities or reject any/all bids. If accepted, the bid would still need a color quote and resolution of the escalation clause (which negates the full-year price guarantee).
- APT escalation clause and Staples 60-day quote validity both fail the RFP full-year price guarantee. Different mechanism, same outcome: neither is RFP-compliant as written. Recommend formal written extension from Staples and clarification from APT before either is awardable.
- A&W and Clay are the only two bidders meeting the full-year price guarantee as written.
- Staples and A&W are silent on most service-side items. Recommend written confirmation.
- Clay Operations Group is the only bidder explicitly addressing every RFP requirement.
- Color paper: Staples quoted Lilac only; A&W quoted six colors at one price; Clay quoted pastel assortment; APT did not quote. Request color SKU pricing from APT, A&W, and Clay before award.

2026-27 Differentiated Pay Plan Submission

Differentiated Pay Plan Submission Guidance

Tennessee State Board Education Policy 5.600 Strategic Compensation provides greater clarity on the qualifications for differentiated pay plans. Each LEA must report on the implementation of its differentiated pay plan annually. Implementation requires that districts compensate eligible educators as outlined by the approved district plan for the year in which they are reporting. Creating a plan in which there are no eligible educators to meet the criteria will not be considered for approval. When determining funding scenarios, districts should examine all applicable federal, state and local funding received to determine what sources will fund the differentiated pay plan. Local boards of education are required to adopt a salary schedule that meets or exceeds the minimum requirements of the salary schedule adopted by the State Board or propose an alternative salary schedule.

The department has released the 2026-2027 differentiated pay plan submission process.

Districts have 3 options for plan submission:

1. submit a new plan for the 2026-2027 school year,
2. submit minor changes to the 2025-2026 approved plan,
3. continue to implement the approved 2025-2026 plan with no changes.

Each differentiated pay plan submitted to the department shall include compensation for educators based on, at a minimum, one of the following criteria:

1. High-needs subject and schools, sometimes referred to as hard-to-staff subjects or schools
2. Additional Instructional roles and/or responsibilities
3. Performance

Each district must submit this form by 5 p.m. Central Time, Friday, August 14, 2026. Submission includes:

1. 2026-2027 Differentiated Pay Plan (complete this form)
2. Implementation Update on the 2025-2026 Differentiated Pay Plan (based on payouts to teachers during the 2025-26 school year)
3. 2026-2027 Salary Schedule (Excel format uploaded in this form)

The following items are options, but do not meet the above differentiated pay criteria:

1. Responsibilities that support student organizations or extracurricular activities
2. Attendance bonuses
3. National board certification
4. School and District administrator compensation

Submission tips and guidelines:

1. You may advance through the application without completing all required fields on a page.
2. You may use the "Save and Resume Later" function to save your work can come back later. However, any file uploads will not be saved.
3. All required fields must be completed in order to submit the application.

The deadline for submission is 5 p.m. Central Time, Friday, August 14, 2026.

District Name (Choose from
Dropdown list)*

GREENEVILLE--301



Contact Information

Please provide your contact information in the event that we need to follow up with any questions.

Contact Name *

Melissa Batson

Role in District Office *

Human Resources or Talent

Email Address *

batsonm@gcschools.net

Confirm Email Address *

batsonm@gcschools.net

Phone Number *

(423) 787-0976

CORE Region *

First

Update Options

Which update option is your district choosing? *

- My district is submitting a newly developed plan for implementation in 2026-2027.
- My district is making minor changes to the 2025-26 plan for the 2026-2027 implementation.
- My district is implementing as we did in 2025-26 and we do not need to make changes to the plan for the 2026-2027 implementation.

Alternative Salary Schedule

An alternative salary schedule uses some other component, often performance criteria, in addition to or in lieu of education and experience to determine base pay.

Base pay increases determined by an educator's level of overall effectiveness (LOE) qualify as an alternative salary schedule and are subject to approval by the board.

Is your district implementing an alternative salary schedule? *

No

An alternative salary schedule uses some other component, often performance criteria, in addition to or in lieu of education and experience to determine base pay.

2026-27 Salary Schedule

If you save and resume later, the attachment will not save and you will have to re-upload your salary schedule.

Describe how educators are compensated for earning advanced degrees in your district: *

Advanced degrees are awarded with a base pay increase (MA, MA+30, Ed.S, Ed.D.)

Data Used to Create Plan

Did you use data to support the development of your plan? *

- yes
 no

What type of data was used in developing your plan? (check all that apply) *

- Student achievement data
 Growth data
 Vacancy data
 Other

Other: The district utilizes the TIGER Evaluation model and the Stage 3 option which allows teachers the criteria to apply for leadership roles and additional duties.

Check all that apply.

Implementation Update on 2025-26 Differentiated Pay Plan

Per the Strategic Compensation policy ([State Board of Education Policy 5.600](#)), each LEA shall report annually on the implementation of its differentiated pay plan.

Total number of certified teachers in the district in 2025-2026: *

239

Did your district pay out funds to educators for fulfilling a Hard-to-Staff component of your 2025-2026 differentiated pay plan? *

No

Implementation Update on 2025-26 Differentiated Pay Plan: Additional Roles/Responsibilities

Did your district pay out funds to educators for fulfilling additional roles and responsibilities as outlined in your 2025-26 differentiated pay plan?

Yes

How many teachers received the Additional Roles and Responsibilities award in 2025-2026? *

18

What is the amount the individual educators received per additional role in 2025-2026? *

Instructional Coach Lead (1) x \$4,541
Instructional Coach (4) x \$3,027
Team Leaders (11) x \$2,018
Team Leaders (4) x \$1,514
Team Leaders (2) x \$757

Include amount per role, formatted as "Role (# of roles) x Compensation Amount". For example, "Teacher Coach (6) x \$1000".

Actual total cost of the Additional Roles and Responsibilities component: *

\$ 46417.00

Total paid out to all teachers

When did you pay out for the Additional Roles and Responsibilities component? *

These are paid on a monthly basis

Report in the format of "Month Year". For example, "May 2018".

Implementation Update on 2025-2026 Differentiated Pay Plan: Performance

Implementation updates for performance awards based on 2025-2026 data are due **December 1, 2026**.

Did your district pay out funds (or plan to pay out funds) to educators based on performance criteria as outlined in your 2025-2026 differentiated pay plan? *

No

If you are planning to make performance payouts using 2025-26 data but have not yet made payments, then you will submit this information by December 1, 2026.

Greeneville City Schools
Final School Nutrition Budget Amendment
For the 2025-2026 Fiscal Year
Presented: June 2026

Account #	Description	School Nutrition Budget 2025-2026	Amendment	Amended School Nutrition Budget 2025-2026
43521	Lunch Payments - Children	521,492		521,492
43522	Lunch Payments - Adults	26,469		26,469
43525	A La Carte Sales	4,500		4,500
43990	Other Charges For Services	41,898		41,898
43991	Headstart	56,155		56,155
44530	Sale of Equipment	500		500
46520	State Matching Funds	14,906		14,906
47111	USDA School Lunch Program	1,026,219	250,000	1,276,219
47112	USDA Commodity Value	150,468		150,468
47113	USDA Breakfast	405,048		405,048
47114	USDA Snack	24,572		24,572
	Total Revenue	\$ 2,272,227	\$ 250,000	\$ 2,522,227
51050	Supervisor/Director	88,130	30,000	118,130
51190	Bookkeeper	39,493	3,000	42,493
51620	Clerical	20,182	(6,000)	14,182
51650	School Nutrition Personnel	810,726	(60,000)	750,726
51890	Other Salaries & Wages	6,254	(6,254)	-
52010	FICA	59,429	(6,000)	53,429
52040	Retirement	87,486	10,000	97,486
52060	Life Insurance	766		766
52070	Health Insurance	170,620	(2,000)	168,620
52100	Unemployment Compensation	900	(650)	250
52120	Medicare	13,899		13,899
53050	Audit Services	3,500		3,500
53070	Communication	500	100	600
53360	Maintenance & Repair Equipment	8,000	1,000	9,000
53550	Travel	5,000	(500)	4,500
53990	Other Contracted Services	10,000	1,000	11,000
54210	Food Preparation Supplies	65,136	4,000	69,136
54220	GP COM SVC FOOD	544,298	393,204	937,502
54350	Office Supplies	4,482	500	4,982
54510	Uniforms	300	(200)	100
54690	USDA Commodity Value	150,468		150,468
54710	Software	6,000		6,000
54990	Other Supplies & Materials	11,894	(2,000)	9,894
55090	Refunds	75	800	875
55240	Inservice/Staff Development	5,689	(2,000)	3,689
55990	Other Charges For Services	3,000	2,000	5,000
57100	School Nutrition Equipment	156,000	(110,000)	46,000
	Total Expenses	\$ 2,272,227	\$ 250,000	\$ 2,522,227

This Amendment Moves 2025-2026 School Nutrition Funds to the State of TN Approved Account Codes Needed to Match Final Expenditure Projections.



FIELD TRIP & EXCURSION REQUEST
 FORM Out-of-State or Overnight

Name of the school: Greenville High School

Person Requesting: Zachary Holt

Purpose of the Field Trip: BCAT Live Basketball Camp

Destination of Field Trip: Lebanon, TN

Grade(s) of students attending: 9-12

Dates requested: 06/17-18/26 Departure Time: 8 AM Return Time: 10 pm

Approximate # of students to attend: 9

Number, names and affiliation of chaperones attending:

1 female List names and affiliation: Amber Hayes

1 male List names and affiliation: Zak Holt

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greenville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Dan E. Stepel Principal

date approved 6/4/26

Steve Starnes (Jun 4, 2026 14:21:38 EDT), Director of Schools

date approved Jun 4, 2026

Joshua J.E. Quillen (Jun 4, 2026 14:23:37 EDT), Chairman, BOE

date approved Jun 4, 2026

Cultivate the Mind and Impact the Heart through Excellence and Equity

Kathryn W. Leonard Administrative Office
 129 W. Depot Street, Greenville, TN 37743-1420
 (423) 787-8000 | <http://www.gcschools.net>

Revised 9.25.2023










20260604111621889

Final Audit Report

2026-06-04

Created:	2026-06-04
By:	Jamie Galyon (galyonj@gcschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAALH71OpoY1GVKT9OwUakZTuu1ENMyIF8U

"20260604111621889" History

-  Document created by Jamie Galyon (galyonj@gcschools.net)
2026-06-04 - 4:02:52 PM GMT
-  Document emailed to Steve Starnes (starness@gcschools.net) for signature
2026-06-04 - 4:03:41 PM GMT
-  Email viewed by Steve Starnes (starness@gcschools.net)
2026-06-04 - 4:04:59 PM GMT
-  Document e-signed by Steve Starnes (starness@gcschools.net)
Signature Date: 2026-06-04 - 6:21:38 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Document emailed to joshq@southstatecontractors.com for signature
2026-06-04 - 6:21:40 PM GMT
-  Email viewed by joshq@southstatecontractors.com
2026-06-04 - 6:22:53 PM GMT
-  Signer joshq@southstatecontractors.com entered name at signing as Joshua J.E. Quillen
2026-06-04 - 6:23:35 PM GMT
-  Document e-signed by Joshua J.E. Quillen (joshq@southstatecontractors.com)
Signature Date: 2026-06-04 - 6:23:37 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-06-04 - 6:23:37 PM GMT



**FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight**

Name of the school:

Person Requesting:

Purpose of the Field Trip:

Destination of Field Trip:

Grade(s) of students attending:

Dates requested: Departure Time: Return Time:

Approximate # of students to attend:

Number, names and affiliation of chaperones attending:

female List names and affiliation:

male List names and affiliation:

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex accompany students on overnight trips")

All Greenville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will considered for approval.

Rochele Odous, Principal date approved 5/29/26

_____, Director of Schools date approved _____

_____, Chairman, BOE date approved _____

Cultivate the Mind and Impact the Heart through Excellence and Equity



**FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight**

Name of the school:

Person Requesting:

Purpose of the Field Trip:

Destination of Field Trip:

Grade(s) of students attending:

Dates requested: Departure Time: Return Time:

Approximate # of students to attend:

Number, names and affiliation of chaperones attending:

female List names and affiliation:

male List names and affiliation:

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will considered for approval.

Michelle Adams, Principal date approved 6/1/26

_____, Director of Schools date approved _____

_____, Chairman, BOE date approved _____

Cultivate the Mind and Impact the Heart through Excellence and Equity



**FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight**

Name of the school:

Person Requesting:

Purpose of the Field Trip:

Destination of Field Trip:

Grade(s) of students attending:

Dates requested: Departure Time: Return Time:

Approximate # of students to attend:

Number, names and affiliation of chaperones attending:

female List names and affiliation:

male List names and affiliation:

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex accompany students on overnight trips")

All Greenville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will considered for approval.

Kashie Adams, Principal date approved 10-1-26

_____, Director of Schools date approved _____

_____, Chairman, BOE date approved _____

Cultivate the Mind and Impact the Heart through Excellence and Equity

Greeneville City Board of Education

Monitoring: Review: Annually	Descriptor Term: Rights and Responsibilities of Students	Descriptor Code: 6.301	Revision D/ate: 08/04/26
		Rescinds: 6.301	Adoption Date: 07/21/09

1 The Board expects all employees, students, and parent(s)/guardian(s) to assume the responsibility for
2 appropriate behaviors in the school.

3 Each student has the right to:

- 4 1. Have the opportunity for a free education in the most appropriate learning environment;
- 5 2. Be secure in their person, papers, and effects against unreasonable searches and seizure;
- 6 3. Be educated in a safe and secure environment;
- 7 4. Have appropriate resources and opportunities for learning;
- 8 5. Not be discriminated against on the basis of sex, race, color, creed, religion, national origin, or
9 disabilities.¹ ~~and~~ Sex shall be defined as the “immutable characteristics of the person’s
10 reproductive system that identify the person as male or female, as determined by anatomy and
11 genetics existing at the time of birth”;¹ and
- 12 6. Be fully informed of school rules and regulations.

13 Each student has the responsibility to:

- 14 1. Know and adhere to the Board’s policies and the district’s administrative procedures;
- 15 2. Respect the human dignity and worth of every other individual;
- 16 3. Refrain from libel, slanderous remarks, and obscenity in verbal and written expression;
- 17 4. Study and maintain the best possible level of academic achievement;
- 18 5. Be punctual and present in the regular school program;
- 19 6. Dress and groom in a manner that meets reasonable standards of health, cleanliness, modesty,
20 and safety;
- 21 7. Maintain and/or improve the school environment, preserve school and private property, and
22 exercise care while using school facilities;
- 23 8. Refrain from behavior which would lead to physical or emotional harm or disrupts the
24 educational process;
- 25 9. Respect the authority of school administrators, teachers, and other authorized personnel in
26 maintaining discipline in the school and at school-sponsored activities;
- 27

- 1 10. Obey the law and school rules as to the possession or the use of alcohol, illegal drugs, and other
- 2 unauthorized substances or materials; and
- 3 11. Possess on school grounds only those materials which are acceptable under the law and accept
- 4 the consequences for articles stored in one's locker.

Legal References

1. [20 USCA § 1703](#); [Public Acts of 2026, Chapter No. 938](#)

Aircraft Insurance Binder
Named Insured: Greeneville City Schools

DEC Page Limit: \$1,000,000

Address 1: 129 W. Depot Street
Address 2:
City: Greeneville

Producer: Arlington/Roe
Bind Date: 5/21/26
Effective: 8/5/26
Expiration: 8/5/27

Sub: \$100,000
Kentucky State Tax: 1.80%
West Virginia Tax: 0.55%

State: TN
Zip: 37743

Airport Code: APTN
Use: Other - As Endorsed

NJ State Insurance Guaranty Association Surcharge: 0.60%

Policy number: AVC00496705

Tax: Estimated.

Coverage Code: G&F = Ground and Flight, GIM = Ground in Motion, GNIM = Ground not in Motion, Liab only = Liability only

Use Code: AP = Aerial Photo, CHP = piston charter, CHT - Turbine Charter, CO = Commercial, IR = Instruction and Rental, OT = other as endorsed, BP = Pleasure and Business, SD = Sales Demo, SH = Collegiate flight Program (Instruction and Rental Usage), CA = Cargo, CP = Corporate, FC = Flying Club, DO = Dual Only

Comments: Terms and conditions contingent upon final underwriting review of completed application, pilot history forms, and all other related underwriting information. State and municipal taxes are estimated, if applicable.

NOTE: if option is "YES" the aircraft is being quoted with alternates and any aircraft marked as option "YES" are not included in the calculated premium total.

Mexican policy comments: 1. For Corporations: TAXID/FEIN Number (for USA) or Tax/Business ID number (for non-USA). 2. For Individuals: Pilot's license, Passport or Driver's License number.

Minimum and Deposit:	\$0
Endorsement Tax:	\$0

Aircraft Premium:	\$2,769
Aircraft Endorsement/Med. premium(See list for options):	\$0
Aircraft Policy Total Annual Premium:	\$2,769

N#	Aircraft:	Medical Pay Limit: \$3,000					Premium: \$0			Sublimit Per Person	Liability Premium	Hull War/TRIA	War/TRIA Select	Liability War/TRIA	War/TRIA Select	State Tax:	City Tax:	Aircraft Total Premium:	OPTION?
		Use	Coverage	Hull Value	Deductible NIM	In-motion	Hull Rate	Hull Premium	Liability Limit										
	Non-Owned Aircraft Seats = 1 + 3	IR	Liab Only		x	x	x	Not Covered	\$1M/\$250K	NO	\$2,517	Not Covered	N	\$252	Y	\$0.00	\$0.00	\$2,769	NO

Date: 5/21/2026

 Brett Pery
 Senior Underwriter
 2015 Vaughn Road
 Suite 300
 Kennesaw, GA 30144
 Tel: 770.590.4950; Fax: 770.590.0599; CLAIMS FAX: 770.919.8646

A MEMBER OF THE OLD REPUBLIC INSURANCE COMPANY

Form	Coverage/form name	Details/Deductibles/Coverages	Limits/Provisions	Endorsement Premium
AV337	Territorial Exclusion	Excluded territory: Alaska		\$ -
AV453	Amendatory Endorsement	Clarifies Scope: "Each person" and "Passenger" Bodily Injury Limits		\$ -
AV460	Mechanical Breakdown - Clarification	Clarifies: Mechanical Breakdown Exclusion Clarified		\$ -
GFMEEX	Mexican Warning	Warning: Travel to Mexico may require additional coverage		\$ -
PA313	Asbestos Exclusion	Exclusion: Asbestos		\$ -
AV48C	War, Hi-jacking and Other Perils Exclusion	Exclusion: Per endorsement		\$ -
2000a	Date Recognition Exclusion	Mandatory Endorsement Per endorsement		\$ -
AV374	Non-Ownership Liability	Limit: Equal to declarations page liability limit		As Quoted
		Medical Same as Coverage E Airworthiness: Standard Certificated gross weight max in pounds: 12500 Engine Number: Single Engine Engine type: Piston Fixed or Rotor: Fixed Wing Aircraft Description: Land Max Total Seats: 4		
AV443	Maintenance/Repair Pilot Amendment	Modifies: Removes Pilot section when in Care, Custody and Control or FAA repair Station		\$ -
CTXGA	Exclusion of Certified Acts of Terrorism	Certified Acts of Terrorism: Excluded		\$ -
CEPAM	Exception for Certified Acts of Terrorism	Certified Acts of Terrorism Write back - only added if purchased		As quoted
AV52E	Extended Coverage Endorsement Aircraft Liability	War liability Buy-Back Aircraft and Limits per quote		per quote
AV512 - 0892 - Pilots				\$0
AV700 - 0792 - Purpose of Use Amendment				\$0
Familiarization Flights on Behalf of the Named Insured				
AV814 - 1291 - Tennessee Amendatory Endorsement				\$0
Total Endorsement Premium				\$0



Pilots:
Per endorsement AV512:
Any Student Pilot or better who is under the direct supervision and accompanied by a Certified Flight Instructor at all times.



PO Box 140926
Orlando, FL 32814
1-800-432-6915
Fax: 407-798-0296

www.kidguardinsurance.com

STUDENT ACCIDENT INSURANCE – RENEWAL AUTHORIZATION

TERM: 2026-2027 School Year
Policy underwritten by Everest Insurance (A+rating)
Claims administered by KidGuard via Doxa Claims, LLC
APPLICANT: Greenville City Schools

Thank you for your continued trust in KidGuard. This letter confirms your authorization to renew your Student Accident Insurance program for the **2026-2027** school year with no change in benefits or your premium. Coverage continues uninterrupted, and your claims submission process and day-to-day service contacts remain the same.

Policy Summary (Athletic Accident)

2026-2027 GROUP ATHLETIC ACCIDENT INSURANCE
Coverage For Athletics, Grades 6-12
Basic Plan – (0-\$25,000.00)
Catastrophe Plan (\$25,000 - \$5,000,000)

Effects of Other Insurance: Benefits are paid according to the Schedule of Benefits for eligible medical expenses not collectible from other sources of coverage. Coverage is secondary to major medical insurance and acts as primary for uninsured families and families on Medicaid.

Benefits Term: Eligible medical treatment expenses must be incurred within **one year** from the date of accident (unless otherwise endorsed).

Policy Effective Date: 7/1/2026

Policy Termination Date: 7/1/2027

2025-2026 Expiring Premium: \$12,812 Basic Plan

2026-2027 Renewal Premium: \$12,812 Basic Plan

Catastrophic Plan – also renewing with no rate increase. To provide premium, please supply the following information:

Estimated number of Grade 9-12 Athletes: 250

Estimated number of Grade 6-8 Athletes: 276

Authorization

By signing below, I authorize renewal of the Student Accident Insurance coverage for Greenville City Schools for the **2026-2027** school year on the terms summarized above.

Authorized by (Name): Jason B. Horne

Title: Assistant Director of Schools

Signature:

Date: 4/10/2026

04/13/2026

Lauren Goolsby
BAILEY SPECIAL RISKS INC
105 BLUEGRASS COMMONS BLVD SUITE C
HENDERSONVILLE, TN, 37075

Organization:	Greeneville City Schools
Principal Address:	PO Box 1420
	Greeneville, TN, 37744
Product:	The Westchester Portfolio Cyber & Professional Liability Policy
Type of Submission:	Renewal of F18459061 001
Quote #	Q197465Q2026QU
Insurer:	Westchester Fire Insurance Company (Admitted)
Effective Date:	07/01/2026
Expiration Date:	07/01/2027

Dear Lauren Goolsby,

I am pleased to offer the attached quotation for **Greeneville City Schools**.

Thank you for considering Westchester as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Organization: Greeneville City Schools

The Insurer hereby indicates the coverage described below. However, any obligations the Insurer may have under this quotation are conditioned upon each of the following conditions having first been met:

1. The Organization has submitted to the Insurer the following documents, and the Insurer has received and accepted such documents no later than close of business **Prior to Bind:**
 - **PRIOR TO BINDING: Please resign and date submitted application 45 days from effective date.**
2. If coverage is subsequently bound by the Insurer, the Organization has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of the Binder or the Effective Date of this policy, whichever is later.

Option 1

Cyber Coverage Sections			
Maximum Coverage Section Limit of Liability			\$1,000,000
Insuring Agreement(s) Purchased, and their respective Retention, Waiting Period , Coinsurance, Limit of Liability and Period of Restoration are shown below. If any Limit of Liability field for an Insuring Agreement is left blank or NOT COVERED is shown, there is no coverage for such Insuring Agreement.			
Core Coverages for Limited Impact Events			
Insuring Agreements	Retention	Coinsurance	Limit of Liability per Policy Period
	Waiting Period		Period of Restoration
A. Cyber Incident Response Fund	\$10,000	0%	\$1,000,000
1. Cyber Incident Response Team	\$10,000	0%	\$1,000,000
2. Non-Panel Response Provider	\$10,000	0%	\$500,000
NOTE: The Insured is under no obligation to use or contract for services with the Cyber Incident Response Team . However, if the Insured elects not to use or contract with the Cyber Incident Response Team but elects to use or contract with a Non-Panel Response Provider , then the Non-Panel Response Provider Limit of Liability for Cyber Incidents specified above will apply.			
B1. Business Interruption Loss and Extra Expenses	\$10,000	0%	\$1,000,000
	6 hours		180 days
Preventative Shutdown	\$10,000	0%	\$1,000,000
	6 hours		180 days
Non-Malicious Computer Act	\$10,000	0%	\$1,000,000
	6 hours		180 days
B2. Contingent Business Interruption Loss and Extra Expenses	\$10,000	0%	\$1,000,000
	6 hours		180 days
Preventative Shutdown	\$10,000	0%	\$1,000,000
	6 hours		180 days

Non-Malicious Computer Act	\$10,000	0%	\$1,000,000
	6 hours		180 days
B3. Reputational Event	\$10,000	0%	\$1,000,000
			180 days
C. Digital Data Recovery	\$10,000	0%	\$1,000,000
Hardware Replacement Costs	\$10,000	0%	\$1,000,000
Betterment Costs	\$10,000	0%	\$100,000
Invoice Fraud Financial Loss	\$10,000	0%	\$250,000
D. Network Extortion	\$10,000	0%	\$1,000,000
E. Cyber, Privacy and Network Security Liability	\$10,000	0%	\$1,000,000
Regulatory Proceedings	\$10,000	0%	\$1,000,000
Payment Card Loss	\$10,000	0%	\$1,000,000
F. Electronic, Social And Printed Media Liability	\$10,000	0%	\$1,000,000
T. Technology Errors And Omissions Liability	N/A	N/A	N/A

Sub-Limited Coverage Extensions for Widespread Events

Type of Widespread Event	Retention	Coinsurance	Limit of Liability per Policy Period
Widespread Severe Known Vulnerability Exploit	\$10,000	0%	\$1,000,000
Widespread Software Supply Chain Exploit	\$10,000	0%	\$1,000,000
Widespread Severe Zero Day Exploit	\$10,000	0%	\$1,000,000
All Other Widespread Events	\$10,000	0%	\$1,000,000

Retroactive and Pending or Prior Proceeding Dates

Third Party Liability Insuring Agreement	Retroactive Date	Pending or Prior Proceedings Date
E. Cyber, Privacy, and Network Security Liability	Full Prior Acts	07/01/2025
F. Electronic, Social And Printed Media Liability	Full Prior Acts	07/01/2025
T Technology Errors And Omissions Liability	N/A	N/A

Item 5. Extended Reporting Period	A. Additional Premium:	100% of Annual Premium
	B. Additional Period:	12 Months

Coverage is provided only if an amount is shown opposite an Insuring Clause. If the amount is left blank or "Not Purchased" is inserted, such Insuring Clause is not included in this Quote option.

Total Policy Premium for Option 1:	\$15,106
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Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

PLEASE NOTE THE FOLLOWING: The Policy includes terrorism coverage required by the Federal Terrorism Risk Insurance Program Reauthorization Act. The premium for the coverage is \$0.

Billing Option: Agency: Annual/Pre-Paid(100%)

Extended Reporting Period:

One (1) year: 100 % of the annual premium

Policy Forms and Endorsements:

Coverage Section	Form Number	Form Title	Additional Information (if applicable)
GTC	CC-1K11K-W (10/24)	Signatures	
GTC	PF-59020TOC (11/24)	The Westchester Portfolio Cyber & Professional Liability Policy General Terms and Conditions - Table of Contents	
GTC	PF-59020 (11/24)	The Westchester Portfolio Cyber & Professional Liability Policy General Terms and Conditions	

Cyber	PF-59021TOC (11/24)	Cyber Coverage Section - Table of Contents	
Cyber	PF-59021 (11/24)	Cyber Coverage Section	
GTC	PF-59179 (11/24)	Amendatory Endorsement – Tennessee	
GTC	PF-59068 (11/24)	Expiring Policy Liberalization Endorsement	
Cyber	PF-59046 (11/24)	Additional Insured – Blanket Pursuant To A Contract	
Cyber	PF-59049 (11/24)	Specified Incident Exclusion	
Cyber	PF-59062 (11/24)	Musical Work Or Composition Exclusion Endorsement	
Cyber	PF-59066 (11/24)	Extortion Threat Enhancement For Protected Information	
Cyber	PF-59071 (11/24)	Educational Institutions Endorsement	
Cyber	PF-59077 (10/16)	Policyholder Notice Cyber Services For Incident Response	
Cyber	PF-59093 (11/24)	Biometric Privacy Claim Expenses And Security Controls Limit Endorsement	
Cyber	PF-59123 (11/24)	Ransomware Encounter Sublimit, Retention, And Coinsurance Endorsement	
Cyber	PF-59601 (04/25)	Contingent Business Interruption Loss And Extra Expenses – Blanket Supply Chain Risks	
Cyber	PF-59602 (04/25)	Cyber Incident Response (Side Car)	
Cyber	PF-59606 (04/25)	Cyber Incident Response Coach Retention Endorsement	
Cyber	PF-59881 (11/24)	Cyber Crime Endorsement	
GTC	ALL-20887a-W (09/19)	Chubb Producer Compensation Practices & Policies	
GTC	ALL-21101-W (09/19)	Trade or Economic Sanctions Endorsement	
GTC	ALL-5X45-W (11/96)	Questions About Your Insurance	
GTC	PF-17914a-W (04/16)	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	

This quotation will remain valid until 07/01/2026.

Please read this quotation carefully, as the limits, coverage, exclusions, and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring Policy. Terms and conditions that are not specifically mentioned in this quotation are not included. The terms, conditions, limits, and exclusions of this quotation supersede the submitted information and specifications and all other quotes and binders. Actual coverage will be provided by and in accordance with the Policy as issued.

The Insurer is not bound by any statements made in the submission purporting to bind the Insurer unless such statement is reflected in the Policy or in an agreement signed by someone authorized to bind the Insurer.

If between the date of this quotation and the proposed Effective Date of the Policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed Application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

The terms, conditions, limits, and exclusions of this quotation supersede the submitted information and specifications submitted to us for consideration, and all prior quotes or indications. Actual coverage will be provided by and in accordance with the Policy as issued.

This quotation has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void this quotation.

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws of the domiciliary state of the insured. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state's Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Any applicable taxes, surcharges, or countersignature fees, etc. are in addition to the above quoted premium. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

SIGNATURES

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



Juan Luis Ortega, President

Authorized Representative

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

I. TERMS AND CONDITIONS

These General Terms and Conditions apply to each and every Coverage Section of the **Policy**. The terms and conditions of each Coverage Section apply only to that Coverage Section and shall not be construed to apply to any other Coverage Section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Section, the terms and conditions of such Coverage Section shall control for purposes of that Coverage Section. All bolded terms in these General Terms and Conditions that are not defined under Section II, Definitions, shall have the meaning set forth in the applicable Coverage Section.

II. DEFINITIONS

Whenever used in the **Policy**, the terms that appear below in **boldface** type shall have the meanings set forth in this Definitions Section of the General Terms and Conditions. However, if a term also appears in **boldface** type in a particular Coverage Section and is defined in that Coverage Section, that definition shall apply for purposes of that particular Coverage Section. Terms that appear in **boldface** in the General Terms and Conditions but are not defined in this Definitions Section and are defined in other Coverage Sections of the **Policy** shall have the meanings ascribed to them in those Coverage Sections.

Application means any portion of all applications, including any attachments thereto, and all other information and materials submitted prior to the inception of the **Policy**, by or on behalf of the **Insureds** to the **Insurer**, in connection with the **Insurer** underwriting the **Policy**. All such applications, attachments, information, and materials are deemed attached to and incorporated into the **Policy**.

Bodily Injury means injury to the body, sickness, disease, or death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease, or death of any person.

Cyber Incident means (except with respect to the Cyber Coverage Section):

1. unauthorized or unlawful access to, alteration of, or damage to any computer, computer program, computer network or computer database, including but not limited to the infection of any of the foregoing through the transmission of a computer virus, malware, spyware, or other fraudulent or unauthorized computer code that: (i) modifies, alters, damages, destroys, deletes, records, or transmits information; (ii) contaminates other computer programs or computer data; or (iii) consumes computer resources or in some fashion usurps the normal operation of a computer system;
2. denial of service or delay, disruption, impairment or failure of any computer or communication network, service, hardware or software, including but not limited to, any **Claim** for lost profits or opportunities as a result of such denial of service, delay, disruption, impairment, or failure;

3. unauthorized or unlawful access to, disclosure of, alteration of, theft, collection, storage, use or dissemination of, or loss of any confidential or proprietary business information or personally identifiable information as defined by: (i) applicable federal, state, local (or foreign equivalent) statutory law or common law anywhere in the world, or amendments thereto or rules or regulations promulgated thereunder; or (ii) an **Insured's** publicly stated privacy policy;
4. violation of any federal, state, or local (or foreign equivalent) privacy or data security statutory law or common law anywhere in the world or amendments thereto or rules or regulations promulgated thereunder;
5. human operating error or omission, including the choice of the program used, an error in setting parameters, or any inappropriate single intervention by an employee or a third party providing services to an **Insured**;
6. programming error that occurs during the development or encoding of a program, application, or operating system that would, once in operation, result in the malfunction of the computer system, an interruption of operations, or an incorrect result; or
7. power failure or surge.

ERISA means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985, the Health Insurance Portability and Accountability Act of 1996, the Newborns' and Mothers' Health Protection Act of 1996, the Mental Health Parity Act of 1996, the Women's Health and Cancer Rights Act of 1998, the Pension Protection Act of 2006, the Health Information Technology for Economic and Clinical Health Act of 2009, the Patient Protection and Affordable Care Act of 2010, and the Setting Every Community Up for Retirement Enhancement Act of 2019), as amended; the privacy provisions under the Health Insurance Portability and Accountability Act of 1996, as amended; any similar provisions of any statutory or common law anywhere in the world; or any rule or regulation promulgated under any such Act or law.

Extended Reporting Period means the period of time shown in Item 5B of the Declarations, subject to Section VI, Extended Reporting Period.

Incident means **Professional Incident, Technology Incident, Media Incident, Professional Legal Incident, or Cyber Incident** if the applicable Coverage Section set forth in Item 4, was purchased.

Indecent Content means words, phrases, postings, pictures, advertisements, or any other material that:

1. is sexually explicit and is in violation of a statute prohibiting such content;
2. is sexually explicit and posted without the consent of the natural person(s) depicted in the material;
3. encourages, facilitates, incites, or threatens abuse, molestation, or sexual exploitation, including human trafficking or human sex trafficking; or
4. encourages, facilitates, incites, or threatens physical violence, self-inflicted violence, or any other related harm, including terrorism.

Infrastructure means any of the following operated or supplied by a third party:

1. electricity, gas, fuel, energy, water, telecommunications, or other utility;
2. Internet infrastructure, including any Domain Name System (DNS), Certificate Authority, or Internet Service Provider (ISP);

3. satellite; or
4. financial transaction or payment process platform, including a securities exchange.

Insurer means the insurance company providing this insurance, as designated in the Declarations.

Interrelated Incidents means all **Incidents** that have as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes.

Loss means all covered **Costs, Claims Expenses, Covered Subpoena Defense Costs, and Damages** and any other expenses coverage provided by the **Policy** under purchased Coverage Sections.

Named Insured means the entity shown in Item 1 of the Declarations.

Notice Group Member means the natural persons defined as such in each purchased Coverage Section.

Organization means the **Named Insured** and any **Subsidiary**. **Organization** shall also mean any such entity as a debtor-in-possession.

Personal Injury means injury arising out of one or more of the following offenses:

1. false arrest, detention, or imprisonment;
2. malicious prosecution;
3. wrongful entry or eviction, or other invasion of the right to private occupancy;
4. libel, slander, product disparagement, trade libel, or other form of defamation; or
5. invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness.

However, solely with respect to the Employed Lawyers Coverage Section, **Personal Injury** shall also include injury arising out of abuse of process.

Policy means, collectively, the Declarations, **Application**, the policy, and any endorsements thereto.

Policy Period means the period from the effective date and hour of the inception of the **Policy** to the **Policy** expiration date and hour as set forth in Item 2 of the Declarations, or its earlier termination date and hour, if any.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, per-and-polyfluoroalkyl substances (PFAS), asbestos, asbestos products, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

Privacy or Cyber Laws means any local, state, federal, and foreign identity theft and privacy protection laws, legislation, statutes, or regulations that require commercial entities that collect Protected Information to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Protected Information** has potentially been compromised.

Property Damage means physical injury to, or destruction of, tangible property, including the resulting loss of use thereof.

Protected Information means the following, in any format:

1. a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, biometric records, genetic information, passwords, or other non-public personal information as defined in any **Privacy or Cyber Laws**; or
2. any other third party confidential or proprietary information:
 - a. that is not available to or known by the general public; or
 - b. which an **Organization** is legally responsible to maintain in confidence.

Retroactive Date means the applicable date shown in Item 4 of the Declarations for purchased Coverage Sections. If the applicable **Retroactive Date** for a purchased Coverage Section is left blank or contains the phrase "Full Prior Acts", "N/A", "Not Applicable", or "None", then **Retroactive Date** means the beginning of time.

Subsidiary means:

1. any entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers, or equivalent positions of such entity, are owned or controlled by the **Named Insured**, directly or through one or more **Subsidiaries**;
2. any entity formed as a partnership while more than fifty percent (50%) of the ownership interests representing the present right to vote for election of or to appoint the management or executive committee members or equivalent positions of such entity are owned or controlled by the **Named Insured**, directly or through one or more **Subsidiaries**; or
3. any entity while:
 - a. exactly fifty percent (50%) of the voting rights representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers, or equivalent positions of such entity, are owned or controlled by the **Named Insured**, directly or through one or more **Subsidiaries**; and
 - b. the **Named Insured**, pursuant to a written contract with the owners of the remaining and outstanding voting stock of such entity, solely controls the management and operation of such entity.

III. LIMIT OF LIABILITY

1. Regardless of the number of Coverage Sections purchased under the **Policy**, or the number of **Incidents, Covered Subpoenas, Insureds** against whom **Claims** are brought, **Claims** made or persons or entities making **Claims** the Maximum Policy Limit of Liability is the **Insurer's** maximum liability for all **Loss** under all Coverage Sections combined.

2. Except as provided in paragraph 3. immediately below, the Limits of Liability and Retentions for each Coverage Section are separate and only apply to the Coverage Section for which they are shown on the Declarations. The application of the Retention to covered loss under one Coverage Section shall not reduce the Retention under any other Coverage Section, and no reduction in the Limit of Liability applicable to one Coverage Section shall reduce the Limit of Liability under any other Coverage Section.
 3. If the Limit of Liability of any Coverage Section is designated as a "Shared Limit" on the Declarations, any **Loss** paid under one shared Coverage Section shall reduce, and may exhaust, the Limit of Liability for all other shared Coverage Section(s). Subject to the Limits of Liability of each such shared Coverage Section(s), the maximum aggregate liability of the **Insurer** for all **Loss** under all such shared Coverage Section(s) shall be the single largest Limit of Liability of the shared Coverage Section(s) (the "Shared Aggregate Limit"), and the **Insurer's** Limit of Liability for each shared Coverage Section shall be part of, and not in addition to, all other shared Coverage Sections.
-

IV. RETENTION

The liability of the **Insurer** shall only apply to the amount of **Loss** arising from a **Claim, Incident** or other covered loss that exceeds the applicable Retention stated in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Insureds** and at the risk of all **Insureds**.

A single Retention amount shall apply to all **Loss** arising from all **Interrelated Incidents**. If different parts of an **Incident** or **Interrelated Incidents** are subject to different Retentions in different Coverage Sections, the applicable Retentions shall be applied separately to each part of such **Incident**, but the sum of such Retentions shall not exceed the largest applicable retention.

V. INTERRELATED INCIDENTS

All **Claims** arising out of the same **Incident** and all **Interrelated Incidents** 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 **Interrelated Incidents** shall be deemed to be one **Incident**, and such **Incident** shall be deemed to be first discovered or have first occurred, as applicable, on the date the earliest of such **Incidents** is first discovered or first occurs, regardless of whether such date is before or during the **Policy Period**.

VI. EXTENDED REPORTING PERIOD

A. If the **Insurer** terminates or does not renew the **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew the **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium shown in Item 5A of the Declarations and subject to the terms specified in Subsections B-E directly below, to a continuation of the coverage granted by the **Policy** for the **Extended Reporting Period** shown in Item 5B of the Declarations following the effective date of such termination or non-renewal.

-
- B. Coverage for the **Extended Reporting Period** shall be only for **Claims** first made or **Incidents** first discovered during such **Extended Reporting Period** and arising from **Incidents** taking place prior to the effective date of such termination or non-renewal. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium shown in Item 5A of the Declarations, within thirty (30) days following the effective date of termination or non-renewal.
 - C. The **Extended Reporting Period** is non-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** shall not increase or reinstate any Limits of Liability. The Limits of Liability as shown in Item 3 and Item 4 of the Declarations shall apply to both the **Policy Period** and the **Extended Reporting Period**, combined.
 - E. A change in **Policy** terms, conditions, exclusions, or premiums shall not be considered a non-renewal for purposes of triggering the rights to the **Extended Reporting Period**.
-

VII. MATERIAL CHANGES IN EXPOSURE

A. ACQUISITION OR CREATION OF ANOTHER ENTITY

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any entity by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of the **Policy**, such entity and its natural person **Insureds** shall be covered under the **Policy** but only with respect to **Claims** for **Incidents**, **Covered Subpoenas**, or **Incidents**, as applicable, taking place after such acquisition or creation, unless the **Insurer** agrees to provide coverage by endorsement for **Claims**, **Covered Subpoenas**, or **Incidents**, as applicable, taking place prior to such acquisition or creation.

B. ACQUISITION OF THE NAMED INSURED

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity, or affiliated group of persons or entities, of the right to elect, appoint, or designate at least fifty percent (50%) of the directors, trustees, managers, members of the Board of Managers, management or executive committee members, or equivalent positions of the **Named Insured**;

then coverage under the **Policy** shall continue in full force and effect until termination of the **Policy**, but only with respect to **Claims** for **Incidents**, **Covered Subpoenas**, or **Incidents**, as applicable, taking place before such event. Coverage under the **Policy** shall cease as of the effective date of such event with respect to **Claims** for **Incidents**, **Covered Subpoenas**, or **Incidents**, as applicable, taking place after such event. The **Policy** may not be cancelled after the effective time of the event, and the entire premium for the **Policy** shall be deemed earned as of such time.

C. TERMINATION OF A SUBSIDIARY

If, before or during the **Policy Period**, an entity ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and any natural person **Insured** (except an **Additional Insured**) of the **Subsidiary** shall continue until termination of the **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Incidents**, **Covered Subpoenas**, or **Incidents**, as applicable, taking place prior to the date such entity ceased to be a **Subsidiary**.

VIII. NOTICE

A. An **Insured** shall, as a condition precedent to such **Insured's** rights under the **Policy**, give to the **Insurer** written notice of any **Incident**, **Covered Subpoena**, or **Claim** as soon as practicable after any **Notice Group Member** discovers such **Incident** or becomes aware of such **Covered Subpoena** or **Claim**, but in no event later than:

1. if the **Policy** expires (or is otherwise terminated) without being renewed with the **Insurer**, ninety (90) days after the effective date of such expiration or termination; or
2. the expiration of the **Extended Reporting Period**, if applicable,

provided that if the **Insurer** sends written notice to the **Named Insured**, stating that the **Policy** is being terminated for nonpayment of premium, an **Insured** shall give to the **Insurer** written notice of such **Incident**, **Covered Subpoena**, or **Claim** prior to the effective date of such termination.

If the **Insured** is unable to provide notification required under the **Policy** due to a prohibition by any law enforcement or governmental authority, the **Insured** shall use its best efforts to provide the **Insurer** with information to make the **Insurer** aware of a potential or actual **Incident**, **Covered Subpoena**, or **Claim** until written notice can actually be provided.

Notwithstanding the foregoing, there shall be no coverage for any such **Incident**, **Covered Subpoena**, or **Claim** if the information withheld relating to such **Incident**, **Covered Subpoena**, or **Claim** was:

- a. both (i) known to the **Insured** prior to the **Policy** Inception Date shown in Item 2 of the Declarations, and (ii) not disclosed in the **Application**; or
- b. not disclosed in writing to the **Insurer** within a reasonable time period after the prohibition on disclosing the information was revoked or no longer necessary.

C. If, during the **Policy Period**, any **Notice Group Member** first becomes aware of any **Incident**, **Covered Subpoena**, or any fact, circumstance, situation, or **Incident** which may reasonably give rise to a future **Claim** under the **Policy** ("**Potential Claim**"), and written notice is given to the **Insurer** during the **Policy Period**, of the:

1. nature of the **Incident** or **Potential Claim**;
2. identity of the **Insureds** allegedly involved;
3. circumstances by which the **Insureds** first became aware of the **Incident**, **Covered Subpoena**, or **Potential Claim**;
4. identity of the actual or potential claimants;
5. foreseeable consequences of the **Incident**, **Covered Subpoena**, or **Potential Claim**; and

6. nature of the potential **Damages**;

then any **Claim** which arises out of such **Incident**, or **Potential Claim** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. The **Insurer** shall not pay for **Damages** or **Claims Expenses** incurred prior to the time such **Incident** or **Potential Claim** results in a **Claim**.

- D. All notices under any provision of the **Policy** shall be given as follows:
1. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations.
 2. Notice to the **Insurer** of any **Incident, Claim, Covered Subpoena, or Potential Claim** shall be given to the **Insurer** at the physical address or email address shown in Item 6A of the Declarations.
 3. All other notices to the **Insurer** under the **Policy** shall be given to the **Insurer** at the physical address shown in Item 6B of the Declarations.

Notice given as set out 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. When any such notices are sent to a physical address, such notices shall be sent by prepaid express courier or certified mail properly addressed to the appropriate party.

IX. TERMINATION OF THE POLICY

- A. The **Policy** in its entirety or any of the applicable Coverage Sections individually shall terminate at the earliest of the following times:
1. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Insurer**;
 2. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such twenty (20) day period;
 3. upon expiration of the **Policy Period** as shown in Item 2 of the Declarations; or
 4. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.
- B. If the **Policy** is terminated by the **Named Insured** or 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.

X. DEFENSE AND SETTLEMENT

- A. The **Insurer** shall have the right and duty to defend any **Claim**, or respond to any **Covered Subpoena** if the Media Coverage Section or Employed Lawyers Coverage Section is purchased, brought against an **Insured** even if such **Claim** is groundless, false, or fraudulent.

The **Insurer** shall consult and endeavor to reach an agreement with the **Insured** regarding the appointment of counsel, but shall retain the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.

- B. If the Miscellaneous Professional Liability Coverage Section is purchased, the **Insurer** shall have the right, but not the duty, to defend any **Professional Disciplinary Proceeding**. For such **Claims**, the **Insured** shall select defense counsel from the **Insurer's** list of approved law firms, and the **Insurer** reserves the right to associate in the defense of such **Claims**.
- C. No **Insured** shall settle any **Claim**, incur any **Claims Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Insurer's** written consent, which shall not be unreasonably withheld.
- D. The **Insurer** shall not settle any **Claim** without the written consent of the **Named Insured** except with respect to Insuring Agreement A, Individual Non-Indemnified Liability Coverage, of the Employed Lawyers Coverage Section, the **Insurer** shall instead not settle any **Claim** without the written consent of the named **Insured Persons**. If the **Named Insured** or, where applicable, **Insured Persons** refuses to consent to a settlement recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** applicable Limit of Liability under the **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 up to the time the **Insurer** made its recommendation to the **Named Insured** or, where applicable, **Insured Persons**; plus
 - 2. eighty percent (80%) of all subsequent covered **Damages** and **Claims Expenses** in excess of such amount referenced in paragraph 1 immediately above, which amount shall not exceed that portion of any applicable Limit of Liability that remains unexhausted by payment of **Costs, Damages, and Claims Expenses**. The remaining twenty percent (20%) of all subsequent covered **Damages** and **Claims Expenses** shall be borne by the **Insureds** uninsured and at their own risk.

However, this Subsection D does not apply to any potential settlement that is within the Retention.

- E. 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 has been exhausted by payment of **Costs, Covered Subpoena Defense Costs, Damages, or 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 either such case, the **Insurer** shall have the right to withdraw from the further investigation, defense, payment, or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.
- F. The **Insureds** shall cooperate with the **Insurer** and provide to the **Insurer** all information and assistance the **Insurer** reasonably requests, including 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 the **Policy**. The **Insured** shall not take any action which in any way increases the **Insurer's** exposure under the **Policy** and shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall forward to the **Insurer** as soon as practicable, at the address shown in Item 6A of the Declarations, every demand, notice, summons, or other process or pleading received by an **Insured** or its representatives.
- G. If the Cyber Coverage Section is purchased, with the exception of paragraph 6 of the **Cyber Incident Response Expenses** definition, an **Insured** has the right to incur **Cyber Incident Response Expenses** without the **Insurer's** prior consent. However, the **Insurer** shall, at its sole discretion and in good faith, pay only for such expenses that the **Insurer** deems to be reasonable and necessary.

- H. If the Media Coverage Section is purchased, the **Insured** shall retain sole discretion regarding whether and under what circumstances to issue a retraction of **Material** previously communicated, distributed, or released by the **Insured**.
 - I. The **Insurer** shall also have the right and duty to respond to any **Covered Subpoena** if the Media Coverage Section or Employed Lawyers Coverage Section is purchased.
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XI. COORDINATION OF COVERAGE

If **Loss** on account of any **Claim** is covered under more than one Coverage Section, such **Loss** shall be first covered under the Media Coverage Section, if applicable, subject to its terms, conditions and limitations. Any remaining portion of such **Loss** which is not paid under the Media Coverage Section shall then be covered under the Cyber Coverage Section, if applicable, subject to its terms, conditions and limitations. Any remaining portion of such **Loss** otherwise covered under any other applicable Coverage Section which is not paid under the Media or Cyber Coverage Sections shall be covered under such other Coverage Section, subject to the terms, conditions and limitations of such Coverage Section.

XII. ALLOCATION

If a **Claim** includes both covered and uncovered matters, then coverage shall apply as follows:

- A. **Claims Expenses:** one hundred percent (100%) of **Claims Expenses** incurred by any **Insured** on account of such **Claim** shall be considered covered from the date of tender to the **Insurer**, provided that the foregoing shall not apply with respect to any **Insured** for whom coverage is excluded pursuant to the applicable Coverage Section's Conduct Exclusion or Section XVIII Representations, of these General Terms and Conditions.
 - B. **Loss other than Claims Expenses:** all remaining loss incurred by such **Insured** from such **Claim** shall be allocated between covered **Damages** and uncovered damages based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters. The **Insurer** shall not be liable under this **Policy** for the portion of such amount allocated to non-covered loss.
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XIII. OTHER INSURANCE

If any **Loss** or **Covered Subpoena Defense Costs** that are covered under the **Policy** are covered under any other valid and collectible insurance, then the **Policy** shall cover such **Loss** or **Covered Subpoena Defense Costs**, subject to the **Policy** terms and conditions, only to the extent that the amount of such **Loss** or **Covered Subpoena Defense Costs** 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 the **Policy**.

Notwithstanding the foregoing, in the event an **Insured** has, prior to any **Technology Incident**, contractually obligated itself to provide primary and non-contributory insurance to any **Additional Insured**, as defined under subparagraph 7 of the definition of **Insured** in the Cyber Coverage Section, this **Policy** will be considered primary and not excess of or non-contributory to any other insurance provided by, or for the benefit of, such **Additional Insured**.

XIV. ACTION AGAINST THE INSURER AND BANKRUPTCY

No action shall lie against the **Insurer** unless, as a condition precedent thereto, there shall have been compliance with all of the terms of the **Policy**. No person or entity shall have any right under the **Policy** to join the **Insurer** as a party to any action against any **Insured** to determine the liability of such **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 the **Policy**.

XV. ALTERNATIVE DISPUTE RESOLUTION

- A. The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to the **Policy** or the breach, termination, or invalidity thereof to the alternative dispute resolution (“ADR”) process set forth in this Section.
- B. Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below. However, such **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 such **Insured** of ADR process shall control.
- C. There shall be two choices of ADR process:
 - 1. non-binding mediation administered by any mediation facility to which the **Insurer** and an **Insured** mutually agree, in which such **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
 - 2. arbitration submitted to any arbitration facility to which an **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. However, no such judicial proceeding shall be commenced until at least sixty (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.

- D. Either ADR process may be commenced in New York or in the state shown in Item 1 of the Declarations as the principal address of the **Named Insured**. The **Named Insured** shall act on behalf of each and every **Insured** in connection with any ADR process under this Section.
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XVI. SUBROGATION

- A. In the event of any payments under the **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery against any person or entity. In the event of payment under the **Policy**, the **Insureds** must transfer to the **Insurer** any applicable rights to recover from another person or entity all or part of any such payment. 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** to effectively bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.
 - B. If prior to the **Incident** or **Claim** connected with such payment, an **Insured** has agreed in writing to waive such **Insured's** right of recovery or subrogation against any person or entity, such agreement shall not be considered a violation of such **Insured's** duties under the **Policy**.
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XVII. AUTHORIZATION

By acceptance of the **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of any **Incident, Claim** or **Covered Subpoena** the giving or receiving of notice of termination or non-renewal, the payment of premiums, the receiving of any premiums that may become due under the **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 the **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

XVIII. REPRESENTATIONS

- A. In granting coverage to any **Insured**, the **Insurer** has relied upon the declarations and statements in the **Application** for the **Policy**. Such declarations and statements are the basis of the coverage under the **Policy** and shall be considered as incorporated in and constituting part of the **Policy**.
- B. The **Application** for coverage shall be construed as a separate **Application** for coverage by each **Insured**. With respect to the declarations and statements in such **Application**, no knowledge possessed by a natural person **Insured** shall be imputed to any other natural person **Insured**.
- C. However, in the event that such **Application** contains any misrepresentations or omissions made with the actual intent to deceive or contains any misrepresentations or omissions which, regardless of whether they were made with the actual intent to deceive, materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under the **Policy**, then no coverage shall be afforded for any **Incident, Claim** or **Covered Subpoena** based upon, arising from, or in consequence of any facts, circumstances, or responses giving rise to or that are the subject matter of such misrepresentations or omissions with respect to:
 - 1. any natural person **Insured** who knew of such facts, circumstances, or responses underlying or that are the subject matter of such misrepresentations or omissions (whether or not such natural person knew of such **Application** or that the **Application** contained any misrepresentations or omissions); or
 - 2. an **Organization**, if any past or present **Control Group Member** knew of such facts, circumstances, or responses giving rise to or that are the subject matter of such misrepresentations or omissions (whether or not such **Control Group Member** knew of such **Application** or knew that the **Application** contained any misrepresentations or omissions).

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- D. The **Insurer** shall not be entitled under any circumstances to void or rescind the Cyber and Miscellaneous Professional Liability Coverage Sections with respect to any **Insured**.
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XIX. TERRITORY AND VALUATION

- A. Coverage provided under the **Policy** shall extend to **Incidents** and **Claims** taking place, brought, or maintained anywhere in the universe. Any provision in the **Policy** pertaining to coverage for **Incidents, Claims** made, **Covered Subpoenas, Damages, or Claims Expenses** sustained anywhere outside the United States of America shall only apply where legally permissible.
- B. All premiums, limits, retentions, **Loss**, and other amounts under the **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 loss under the **Policy** is stated in a currency other than United States of America dollars, or if **Extortion Expenses** are stated in a currency, including Bitcoin or other crypto-currency(ies), other than United States of America dollars, payment under the **Policy** shall be made in United States dollars at the applicable rate of exchange as published by *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 loss is due, respectively, or, if not published on such date, the next date of publication by *The Wall Street Journal*. If there is no applicable rate of exchange published by *The Wall Street Journal*, then payment under the **Policy** shall be made in the equivalent of United States of America dollars at the actual rate of exchange for such currency.
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XX. SPOUSES, COMMON LAW PARTNERS, ESTATES AND LEGAL REPRESENTATIVES

Coverage under the **Policy** shall extend to any **Claim** for any **Incident** made against:

- A. the lawful spouse or domestic partner of a natural person **Insured** solely by reason of such spouse's or domestic partner's status as a spouse or domestic partner, or such spouse's or domestic partner's ownership interest in property which the claimant seeks as recovery in such **Claim**; or
- B. the estate, heirs, legal representatives, or assigns of a natural person **Insured** if such natural person **Insured** is deceased, or the legal representatives or assigns of a natural person **Insured** if such natural person **Insured** is legally incompetent, insolvent, or bankrupt,

provided that:

1. no coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, spouse, or domestic partner; and
 2. all of the terms and conditions of the **Policy** including, without limitation, all applicable Retentions shown in Item 4 of the Declarations apply to such **Claim**.
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XXI. 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 the **Policy** or prevent the **Insurer** from asserting any right under the terms of the **Policy**.

- B. No change in, modification of, or assignment of interest under the **Policy** shall be effective, except when made by a written endorsement to the **Policy** that 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, serve to interpret, or otherwise affect the provisions of such parts, sections, subsections, or endorsements.
 - D. Any reference to the singular shall include the plural and vice versa.
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XXII. COMPLIANCE WITH TRADE SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations, or any other global laws, prohibit the **Insurer** from providing insurance, including the payment of claims.

XXIII. ENTIRE AGREEMENT

By acceptance of this **Policy**, the **Insureds** agree that this **Policy** embodies all agreements existing between them and the **Insurer** or any of their agents relating to this insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Insurer** shall not affect a waiver or a change in any part of this **Policy** or estop the **Insurer** from asserting any right under the terms of this **Policy** or otherwise, nor shall the terms be deemed waived or changed except by written endorsement or rider issued by the **Insurer** to form part of this **Policy**.

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The Westchester Portfolio Cyber & Professional Liability Policy Cyber Coverage Section

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations, General Terms and Conditions, the limitations, conditions, provisions, and other terms and conditions of this Coverage Section, the **Insureds** and the **Insurer** agree as follows:

I. INSURING AGREEMENTS

All **Cyber Incidents** will be categorized as either a **Limited Impact Event** or **Widespread Event**. Coverage for any **Limited Impact Event** is afforded pursuant to those Insuring Agreements purchased, as shown in the Cyber Coverage Section portion of Item 4 of the Declarations, provided however that coverage for any **Widespread Event** shall apply as set forth in Section IV, and is subject to the applicable Retention, Coinsurance, and Limits of Liability shown in the Cyber Coverage Section portion of Item 4 of the Declarations. As described in Section IV, Subsection A, the terms set forth in the Cyber Coverage Section portion of Item 4 of the Declarations of the Declarations shall only serve to reduce, and thus never increase, the Limits of Liability set forth in Item 4 of the Declarations.

FIRST PARTY INSURING AGREEMENTS

A. *CYBER INCIDENT RESPONSE FUND*

The **Insurer** will pay **Cyber Incident Response Expenses** incurred by an **Insured** in response to a **Cyber Incident** first discovered by any **Notice Group Member** during the **Policy Period**.

B. *BUSINESS INTERRUPTION LOSS AND EXTRA EXPENSES*

The **Insurer** will pay:

1. **Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** first discovered by any **Notice Group Member** during the **Policy Period**, plus after the expiration of the **Observation Period**, any resulting **Customer Attrition Expenses** and **Customer Attrition Loss** incurred by the **Insured** during the **Period of Restoration**;
2. **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** first discovered by any **Notice Group Member** during the **Policy Period**; and
3. after the expiration of the **Observation Period**, **Customer Attrition Expenses** and **Customer Attrition Loss** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Reputational Event** first discovered by any **Notice Group Member** during the **Policy Period**.

C. *DIGITAL DATA RECOVERY*

The **Insurer** will pay **Digital Data Recovery Costs** incurred by an **Insured** resulting directly from a **Cyber Incident** first discovered by any **Notice Group Member** during the **Policy Period**.

D. *NETWORK EXTORTION*

The **Insurer** will reimburse **Extortion Expenses** incurred by an **Insured** in response to a **Cyber Incident** first discovered by any **Notice Group Member** during the **Policy Period**.

THIRD PARTY INSURING AGREEMENTS

E. *CYBER, PRIVACY AND NETWORK SECURITY LIABILITY*

The **Insurer** will pay **Damages** and **Claims Expenses** by reason of a **Claim** first made against an **Insured** during the **Policy Period** for a **Cyber Incident** which first occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

F. *ELECTRONIC, SOCIAL AND PRINTED MEDIA LIABILITY*

The **Insurer** will pay **Damages** and **Claims Expenses** by reason of a **Claim** first made against an **Insured** during the **Policy Period** for a **Media Incident** which first occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

T. *TECHNOLOGY ERRORS AND OMISSIONS LIABILITY*

The **Insurer** will pay **Damages** and **Claims Expenses** by reason of a **Claim** first made against an **Insured** during the **Policy Period** for a **Technology Incident** which first occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

II. **DEFINITIONS**

For purposes of this Coverage Section:

All Other Widespread Events means a **Widespread Event** not arising from a **Widespread Severe Known Vulnerability Exploit**, **Widespread Software Supply Chain Exploit**, or **Widespread Severe Zero Day Exploit**.

Authorized User means any individual authorized by an **Organization** to access an **Insured's Computer System** or **Shared Computer System**.

Betterment Costs means the reasonable and necessary costs incurred by an **Insured** to repair or replace **Digital Data** or physical hardware or equipment that are part of an **Insured's Computer System**, where such repair or replacement constitutes an improvement or upgrade to security or efficiency beyond that which existed prior to the applicable **Cyber Incident**, provided:

1. such costs are necessary because of a security vulnerability that cannot otherwise be corrected, fixed, or repaired; and
2. if left unmitigated, such vulnerability could reasonably and foreseeably result in a similar **Cyber Incident** occurring again in the future.

Further, **Betterment Costs** shall include costs to identify such security vulnerability and reach such determination.

Coverage for **Betterment Costs** shall be valued as the difference between:

- a. the actual cost incurred by the **Insured** for the repair or replacement of such **Digital Data** or physical hardware or equipment (or any component or part thereof); and
- b. any costs that would have been incurred by the **Insured** for the repair or replacement of such **Digital Data** or physical hardware or equipment had it been repaired or replaced with that of like kind, quality, and function to that which existed prior to the applicable **Cyber Incident**.

Breach Response Indemnitee means any natural person or entity whom an **Organization** has agreed via written contract or agreement to indemnify for **Cyber Incident Response Expenses** arising out of any actual or reasonably suspected failure by an **Insured**, or any independent contractor for whom or for which an **Insured** is legally responsible (other than the **Breach Response Indemnitee**), to properly handle, manage, store, destroy, protect, use, or otherwise control **Protected Information**.

Breach Disclosure Incident means, with respect to a **Limited Impact Event**, a **Cyber Incident**, as defined in paragraph 1.b. of such definition, followed by written notification by the **Insured** to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**, but only if such notification by the **Insured** was:

1. required to comply with **Privacy or Cyber Laws**; or
2. made with the **Insurer's** prior consent.

Business Interruption Loss means:

1. the **Insured's Profit** before taxes that would have been earned had no **Interruption in Service** of the **Insured's Computer System** occurred, less the **Insured's Profit** actually earned before taxes; and
2. **Telecom Theft Loss**.

However, **Business Interruption Loss** shall not include **Extra Expenses**.

Claim means any:

1. written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
2. 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. arbitration, mediation, or other alternative dispute resolution proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the receipt of a written demand, or service of a complaint or similar pleading;
4. criminal proceeding against any **Insured** commenced by: (a) an arrest, or (b) a return of an indictment, information, or similar document;
5. written request directed at any **Insured** to toll or waive a statute of limitations applicable to a **Claim** referenced in paragraphs 1-4 immediately above; or
6. **Regulatory Proceeding** against any **Insured**,

including, where applicable, any appeal therefrom.

Claims Expenses means the reasonable and necessary:

1. attorneys' fees, mediation costs, arbitration expenses, expert witness fees, and other fees and costs incurred by the **Insurer**, or by an **Insured** with the **Insurer's** prior written consent, in the investigation and defense of a **Claim**; and
2. premiums for any appeal bond, attachment bond, or similar bond, although the **Insurer** shall have no obligation to apply for or furnish such bond.

However, **Claims Expenses** shall not include wages, salaries, or other compensation of directors, officers, similar executives, or employees of the **Insurer** or any **Insured**.

Computer System means computer hardware, software, **Telephone System**, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, mobile devices, networking equipment, storage area network, or other electronic data backup facilities. The terms referenced herein include Industrial Control Systems.

Consumer Redress Fund means a sum of money which an **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. However, **Consumer Redress Fund** shall not include any amounts paid which constitute taxes, fines, penalties, injunctive relief, or sanctions.

Contingent Business Interruption Loss means:

1. the **Insured's Profit** before taxes that would have been earned had no **Interruption in Service** of a **Shared Computer System** occurred, less the **Insured's Profit** actually earned before taxes; and
2. **Telecom Theft Loss**.

However, **Contingent Business Interruption Loss** shall not include **Extra Expenses**.

Control Group Member means, as applicable, an **Organization's** Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Chief Privacy Officer, Chief Technology Officer, General Counsel, or Risk Manager, or the organizational or functional equivalent of such positions.

Costs means:

1. **Cyber Incident Response Expenses**;
2. **Business Interruption Loss**;
3. **Contingent Business Interruption Loss**;
4. **Extra Expenses**;
5. **Digital Data Recovery Costs**;
6. **Extortion Expenses**;
7. **Customer Attrition Expenses**; or
8. **Customer Attrition Loss**.

Custodian Breach means any unlawful or unauthorized access, exposure, disclosure, loss, alteration, or destruction of **Protected Information**, or data breach as otherwise defined in **Privacy or Cyber Laws**, within a **Computer System** operated by a third party data custodian under written agreement or contract with an **Insured**.

Customer Attrition Expenses means costs incurred by an **Insured**, with the **Insurer's** prior consent, to retain the services of a third party forensic accounting firm to determine the amount of **Customer Attrition Loss**.

Customer Attrition Loss means the **Insured's Profit** before taxes that would have been earned had no **Interruption in Service** or **Reputational Event** occurred, less the **Insured's Profit** actually earned before taxes, but only if such difference can be proven by a quantifiable reduction in seasonally-adjusted daily revenue amounts caused by damage to the **Insured's** reputation as a direct result of the **Interruption in Service** or **Reputational Event**;

provided that:

1. with respect to Insuring Agreement B1, the **Customer Attrition Loss** is a direct result of an **Interruption in Service**, and is incurred after such **Interruption in Service** has ended; and
2. with respect to Insuring Agreement B3, the **Customer Attrition Loss** is a direct result of a **Reputational Event**; and
3. the calculation of **Customer Attrition Loss** will be reduced by any quantifiable increase in the **Insured's Profit** before taxes actually earned within the **Observation Period** which is in excess of the **Insured's Profit** before taxes that would have been earned during the same time period had no **Interruption in Service** or **Reputational Event** occurred.

However, **Customer Attrition Loss** shall not include:

- a. loss arising out of the diminution in value of money, securities, property, or any other item of value;
- b. loss arising out of any liability to any third party as a result of a **Cyber Incident**, including **Damages**;
- c. loss arising out of unfavorable business conditions, loss of market value, or any other consequential loss;
- d. **Claims Expenses**;
- e. **Cyber Incident Response Expenses**;
- f. **Extra Expenses**; or
- g. wages, salaries, or other compensation of directors, officers, similar executives, or employees of any **Insured**.

Cyber Incident means:

1. with respect to Insuring Agreement A, Cyber Incident Response Fund,
 - a. any actual or reasonably suspected **Network Security Failure**;
 - b. any actual or reasonably suspected failure by an **Insured**, or any independent contractor for whom or for which an **Insured** is legally responsible, to properly handle, manage, store, destroy, protect, use, or otherwise control **Protected Information**;
 - c. any unintentional violation by an **Insured** of any **Privacy or Cyber Laws**, including the unintentional wrongful collection of **Protected Information** by an **Insured**;
 - d. any reasonably suspected **Interruption in Service** or **Telecom Theft**, provided a Limit of Liability is shown in the Declarations applicable to Insuring Agreement B, Business Interruption And Extra Expenses; or
 - e. any reasonably suspected **Network Extortion Threat**, provided a Limit of Liability is shown in the Declarations applicable to Insuring Agreement D, Network Extortion;
2. with respect to Insuring Agreement B, Business Interruption Loss And Extra Expenses, an actual **Interruption in Service** or **Telecom Theft**;
3. with respect to Insuring Agreement C, Digital Data Recovery, an actual **Network Security Failure** resulting in **Digital Data Recovery Costs**;
4. with respect to Insuring Agreement D, Network Extortion, an actual **Network Extortion Threat**; or

5. with respect to Insuring Agreement E, Cyber, Privacy And Network Security Liability, any error, misstatement, misleading statement, act, omission, neglect, breach of duty, or other offense actually or allegedly committed or attempted by any **Insured** in their capacity as such, resulting in or based upon a **Cyber Incident** as referenced in paragraphs 1 – 4 immediately above.

Cyber Incident Response Coach means the law firm within the **Cyber Incident Response Team**, designated for consultative and pre-litigation legal services provided to an **Insured**.

Cyber Incident Response Expenses means those reasonable and necessary expenses paid or incurred by an **Insured** as a result of a **Cyber Incident**. Such expenses are as follows:

1. retaining the services of a law firm for consultative and pre-litigation legal services, whether or not provided by the **Cyber Incident Response Coach**;
2. retaining the services of third party forensic firms, including a Payment Card Industry (PCI) Forensic Investigator, to determine the cause and scope of a **Cyber Incident**, and if such **Cyber Incident** is actively in progress, to assist in containing it;
3. retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, an **Insured**;
4. retaining the services of a law firm to determine the **Insured's** rights under the indemnification provisions of a written agreement or contract between the **Insured** and any other person or entity with respect to a **Cyber Incident** otherwise covered under Insuring Agreements A - E of this **Policy**;
5. expenses required to comply with **Privacy or Cyber Laws**, including:
 - a. retaining the services of a law firm to determine the applicability of and actions necessary to comply with **Privacy or Cyber Laws**;
 - b. drafting notification letters, and to report and communicate as required with any regulatory, administrative, or supervisory authority;
 - c. call center services, mailing services or costs, and other related services for notification as required by law; or
 - d. providing credit monitoring, credit freezing, or credit thawing.

For purposes of this paragraph 5, compliance with **Privacy or Cyber Laws** shall follow the law of the applicable jurisdiction that most favors coverage for such expenses;

6. with the **Insurer's** prior consent, expenses not required to comply with **Privacy or Cyber Laws**, for:
 - a. notifying a natural person whose **Protected Information** has been wrongfully disclosed or otherwise compromised, including retaining a notification service or the services of a call center;
 - b. providing credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management services, or fraud alert services for those natural persons who accept an offer made by or on behalf of the **Insured** for, and receive, such services;
 - c. retaining the services of a licensed investigator or credit specialist to provide fraud consultation to the natural persons whose **Protected Information** has been wrongfully disclosed or otherwise compromised;

- d. retaining the services of a third party identity restoration service for natural persons identified by a licensed investigator as victims of identity theft directly resulting from a **Cyber Incident** otherwise covered under Insuring Agreements A or E;
 - e. paying any reasonable amount to an informant for information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible for a **Cyber Incident**; or
 - f. other services that are deemed reasonable and necessary by the **Insurer**, including those services to mitigate or reduce any **Costs** that may otherwise be covered under this **Policy**, such as the removal of malicious software; or
7. with the **Insurer's** prior consent, expenses required to protect and preserve Elements of Proof, pursuant to Section VIII, Duties in the Event of a Cyber Incident.

However, **Cyber Incident Response Expenses** shall not include:

- i. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures, or compliance with **Privacy or Cyber Laws**, to a level beyond that which existed prior to the applicable **Cyber Incident**;
- ii. taxes, fines, penalties, amounts for injunctive relief, or sanctions;
- iii. the **Insured's** money or any money in the **Insured's** care, custody, or control; or
- iv. wages, salaries, or other compensation of directors, officers, similar executives, or employees of an **Organization**, or internal operating costs, expenses, or fees of any **Organization**.

Cyber Incident Response Team means **Pre-Approved Response Providers** who provide services as defined in **Cyber Incident Response Expenses**.

Damages means compensatory damages, any award of prejudgment or post-judgment interest, **Payment Card Loss, Regulatory Fines, Consumer Redress Fund**, settlements, and amounts which an **Insured** becomes legally obligated to pay on account of any **Claim**. **Damages** shall not include:

1. any amount for which an **Insured** is not financially liable or legally obligated to pay;
2. taxes, fines, penalties, or sanctions imposed directly against an **Insured**, except for **Payment Card Loss** or **Regulatory Fines** otherwise covered under Insuring Agreement E;
3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
4. punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or multiplied portion of any multiplied damage award, are insurable under the applicable laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insured, Insurer, this Policy, or the Claim** giving rise to such damages;
5. the cost to an **Insured** to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
6. consideration owed or paid by or to an **Insured**, including any royalties, restitution, reduction, disgorgement, or return of any payment, charges, or fees; or costs to correct or re-perform services, including **Technology Services, or Technology Products**; or for the reprint, recall, or removal of **Technology Products or Media Content**;

7. liquidated damages pursuant to a contract, to the extent such amount exceeds the amount which the **Insured** would have been liable in the absence of such contract; or
8. penalties against an **Insured** of any nature, however denominated, arising by contract, except for **Payment Card Loss** otherwise covered under Insuring Agreement E.

Digital Data means software or other information in electronic form which is stored on an **Insured's Computer System** or **Shared Computer System**. Further, **Digital Data** shall include the capacity of an **Insured's Computer System** or **Shared Computer System** to store information, process information, and transmit information over the Internet. However, **Digital Data** shall not include or be considered tangible property.

Digital Data Recovery Costs means:

1. the reasonable and necessary costs incurred by an **Insured** to replace, restore, recreate, re-collect, or recover **Digital Data** from written records or from partially or fully matching electronic records due to their corruption, theft, or destruction, caused by a **Network Security Failure**, including disaster recovery or computer forensic investigation efforts. However, in the event that it is determined that the **Digital Data** cannot be replaced, restored, recreated, re-collected, or recovered, **Digital Data Recovery Costs** shall be limited to the reasonable and necessary costs incurred to reach such determination;
2. **Hardware Replacement Costs**;
3. **Betterment Costs**; or
4. **Invoice Fraud Financial Loss**.

However, **Digital Data Recovery Costs** shall not include:

- a. costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**, except as otherwise covered under **Betterment Costs**;
- b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities, except as otherwise covered under **Betterment Costs**;
- c. costs incurred to research and develop, or the economic or market value of, **Digital Data**, including **Trade Secrets**;
- d. wages, salaries, or other compensation of directors, officers, similar executives, or employees of an **Organization**, or internal operating costs, expenses, or fees of any **Organization**;
- e. expenses to purchase, lease, replace, or repair any physical hardware or equipment, except as otherwise covered under **Hardware Replacement Costs** or **Betterment Costs**; or
- f. any other consequential loss or damages.

Extortion Expenses means reasonable and necessary expenses incurred by an **Insured** resulting directly from a **Network Extortion Threat**, including money, cryptocurrencies (including Bitcoin), or other consideration surrendered as payment by an **Insured** to a natural person or group believed to be responsible for a **Network Extortion Threat**. **Extortion Expenses** shall also include reasonable and necessary expenses incurred to mitigate or reduce any of the foregoing expenses.

However, **Extortion Expenses** shall not include:

1. **Business Interruption Loss, Contingent Business Interruption Loss, Extra Expenses, or Digital Data Recovery Costs;**
2. wages, salaries, or other compensation of directors, officers, similar executives, or employees of an **Organization**, or internal operating costs, expenses, or fees of any **Organization**; or
3. expenses to purchase, lease, replace, or repair any physical hardware or equipment.

Extra Expenses means the reasonable and necessary:

1. expenses incurred by an **Insured** to mitigate, reduce, or avoid an **Interruption in Service**, provided they are in excess of expenses that an **Insured** would have incurred had there been no **Interruption in Service**;
2. expenses incurred by an **Insured** to reduce the **Period of Restoration**;
3. with the **Insurer's** prior consent, costs incurred by an **Insured** to retain the services of a third party forensic accounting firm to determine the amount of **Business Interruption Loss** or **Contingent Business Interruption Loss**; and
4. with the **Insurer's** prior consent, expenses incurred by an **Insured** to mitigate, reduce, or avoid **Business Interruption Loss** or **Contingent Business Interruption Loss**, provided that this amount shall not include any monetary profit for the **Insured**.

However, **Extra Expenses** shall not include:

- a. costs or expenses incurred to prevent a loss or correct any deficiencies or problems with an **Insured's Computer System** or **Shared Computer System** that may cause or contribute to a **Claim**;
- b. costs or expenses incurred to update, replace, upgrade, or improve any **Computer System** to a level beyond that which existed prior to the applicable **Interruption in Service**;
- c. penalties of any nature, however denominated, arising by contract; or
- d. any expenses to purchase, lease, replace, or repair any physical hardware or equipment.

Hardware Replacement Costs means the reasonable and necessary costs incurred by an **Insured** to repair or replace physical hardware or equipment that are part of an **Insured's Computer System**, which have been impaired electronically and cannot function as intended but for which there is no **Property Damage** (hereinafter "Impaired Hardware"), provided it has been determined by the **Insurer**, at its sole discretion:

1. to be more practical and cost-effective to replace such Impaired Hardware (or any component or part thereof) than to repair or restore it; or
2. that such Impaired Hardware is permanently vulnerable or unstable due to the corruption or impairment of firmware thereon.

Coverage for **Hardware Replacement Costs** shall be valued at the actual cost incurred by the **Insured** for the replacement of such Impaired Hardware with other physical hardware or equipment of like kind, quality, and function to that which existed prior to the applicable **Cyber Incident**.

Insured means:

1. the **Named Insured**;
2. any **Subsidiary** of the **Named Insured**, but only with respect to **Cyber Incidents** which occur while it is a **Subsidiary**;
3. any past, present, or future natural person principal, partner, officer, director, trustee, employee, leased employee, or temporary employee of an **Organization**, but only with respect to an **Cyber Incident** committed within the scope of such natural person's duties performed on behalf of such **Organization**;
4. any past, present, or future independent contractor of an **Organization** who is a natural person or single person entity, but only with respect to the commission of an **Cyber Incident** within the scope of such natural person's or single person entity's duties, performed on behalf of such **Organization**; or
5. any past, present, or future natural person intern or volunteer worker of an **Organization** and who is registered or recorded as an intern or volunteer worker with such **Organization**, but only with respect to an **Cyber Incident** committed within the scope of such natural person's duties performed on behalf of such **Organization**; or
6. solely with respect to Insuring Agreement A, any **Breach Response Indemnitee**, but only with respect to **Cyber Incident Response Expenses**:
 - a. arising out of any **Cyber Incident** as described under paragraph 1.b. of such definition which is committed after the **Organization** and the **Breach Response Indemnitee** entered into the written contract or agreement described in the definition of **Breach Response Indemnitee**;
 - b. arising out of such **Cyber Incident** committed by, on behalf of, or at the direction of the **Organization**;
 - c. that are subject to the applicable indemnification provisions of such written agreement or contract; and
 - d. that are subject to the lesser of the Limits of Liability required by such written agreement or contract between the **Organization** and the **Breach Response Indemnitee**, or the applicable Limits of Liability of this **Policy**.

However, no natural person or entity shall be a **Breach Response Indemnitee** with respect to any **Claim** arising solely out of such natural person's or entity's independent act, error, or omission. In the event of a disagreement between the **Named Insured** and the natural person or entity as to whether the **Claim** arises solely out of such natural person's or entity's independent act, error, or omission, it is agreed that the **Insurer** shall abide by the determination of the **Named Insured** on this issue, and such determination shall be made by the **Named Insured** within 20 days of the notification to the **Insurer** of the applicable **Claim**.

7. any natural person or entity for whom an **Organization** is required by written contract or agreement to provide insurance coverage under this Coverage Section ("**Additional Insured**"), but only with respect to **Claims**:
 - a. arising out of any **Technology Incident** committed after the **Organization** and the **Additional Insured** entered into such written contract or agreement;

- b. for any **Technology Incident** committed by, on behalf of, or at the direction of the **Organization**; and
- c. subject to the lesser of the limits of liability required by such written contract or agreement between the **Organization** and the **Additional Insured**, or the applicable Limits of Liability of this Coverage Section.

However, no natural person or entity shall be an **Additional Insured** with respect to any **Claim** arising solely out of such natural person's or entity's independent act, error, or omission. In the event of a disagreement between the **Named Insured** and the natural person or entity as to whether the **Claim** arises solely out of such natural person's or entity's independent act, error, or omission, it is agreed that the **Insurer** shall abide by the determination of the **Named Insured** on this issue, and such determination shall be made by the **Named Insured** within twenty 20 days of the notification to the **Insurer** of the applicable **Claim**.

Insured's Computer System means a **Computer System** leased, owned, or operated by an **Insured** or operated solely for the benefit of an **Insured** by a third party under written agreement or contract with an **Insured**.

Interrelated Incidents means all **Incidents** that have as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes.

Interruption in Service means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
2. with respect to Insuring Agreement B2, a **Shared Computer System**,

resulting from a **Malicious Computer Act**, **Non-Malicious Computer Act**, or **Preventative Shutdown**.

Invoice Fraud Financial Loss means the total amount of uncollectable accounts receivable for which the **Organization** is unable to collect payment, solely as a result of:

1. the fraudulent infiltration and manipulation of an **Insured's Computer System** or **Shared Computer System** from a remote location; followed by
2. the release or distribution of any fraudulent invoice or fraudulent payment instructions to a third party, by the actor responsible for such infiltration or manipulation, for actual amounts owed by such third party for products or services provided by an **Insured**; followed by
3. such third party actually sending payment to such actor prior to, or within forty-eight 48 continuous hours of, any **Insured** first discovering that any fraudulent invoices or fraudulent payment instructions were being released or distributed to any third parties purportedly on the **Insured's** behalf; followed by
4. the exhaustion of all reasonable efforts by the **Insured** to recover such payment, including seeking the third party's assistance in such efforts; provided, however, the **Insured** shall not be required to file or threaten suit against the third party for purposes of this numbered paragraph 4.

Provided that, if such uncollectable accounts receivable are associated with products or services provided by the **Insured**, then **Invoice Fraud Financial Loss** shall be limited to the **Insured's** variable input costs associated with the provision of such products or services, and therefore shall not include any gross profit margin associated with such products or services.

However, **Invoice Fraud Financial Loss** shall not include any loss of profit, or profit margin, associated with the products or services for which the **Organization** was unable to collect payment from the third party.

Limited Impact Event means a **Cyber Incident** that does not arise from a **Widespread Trigger**.

Limited Impact Group means, collectively:

1. any **Insured** under this **Policy**, except **Additional Insureds**;
2. any person or entity, including any **Additional Insured**, which has a direct business relationship with an **Organization** (a "Relationship"), and:
 - a. is consequently affected by the **Cyber Incident** due solely to such Relationship; or
 - b. through which a **Cyber Incident** consequently arises due solely to such Relationship;
3. any other person or entity which is consequently affected by the **Cyber Incident** due solely to a direct or indirect business relationship with a person or entity described in sub-paragraph 2.a. immediately above; and
4. solely with respect to Insuring Agreements A and E, any "Impacted Party," meaning any person or entity, which has a direct business relationship with a third party data custodian, and where such data custodian experiences a **Custodian Breach**, provided that:
 - a. such **Custodian Breach** results in:
 - i. a **Breach Disclosure Incident**; and
 - ii. such Impacted Party to incur similar notification expenses in order to comply with **Privacy or Cyber Laws**; and
 - b. the act, error, omission, or failure, or interdependent series of acts, errors, omissions, or failures that constitutes or causes such **Custodian Breach** does not also cause additional data breaches of other third parties beyond any Impacted Party.

Malicious Computer Act means malicious or fraudulent:

1. unauthorized access to or use of a **Computer System**;
2. alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of **Digital Data**;
3. creation, transmission, or introduction of a computer virus or harmful code; or
4. restriction or inhibition of access, including denial of service attacks, upon or directed against a **Computer System**.

Media Content means any data, text, sounds, images, graphics, music, photographs, or advertisements, and shall include video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms. However, **Media Content** shall not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such **Media Content**.

Media Incident means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by any **Insured**, or by any person or entity for whom an **Insured** is legally responsible, in the public display of:

1. **Media Content** on an **Insured's** website or printed material; or
2. **Media Content** posted by or on behalf of an **Insured** on any social media site or anywhere on the Internet,

which results in the following:

- a. copyright infringement, passing-off, plagiarism, piracy, or misappropriation of property rights;
- b. infringement or dilution of title, logo, slogan, domain name, metatag, trademark, trade name, service mark, or service name;
- c. defamation, libel, slander, or any other form of defamation or harm to the character, reputation, or feelings of any person or entity, including product disparagement, trade libel, outrage, infliction of emotional distress, or *Prima Facie* Tort;
- d. invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
- e. false arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
- f. improper deep linking or framing; or
- g. unfair competition or unfair trade practices, including misrepresentations in advertising, solely when alleged in conjunction with the alleged conduct referenced in items a–f immediately above.

Network Extortion Threat means any credible threat or series of related threats directed at an **Insured** to:

1. release, divulge, disseminate, or use **Protected Information**, or confidential corporate information of an **Insured**, as a result of the unauthorized access to or unauthorized use of an **Insured's Computer System** or **Shared Computer System**;
2. cause a **Network Security Failure**;
3. alter, corrupt, damage, manipulate, misappropriate, encrypt, delete, or destroy **Digital Data**; or
4. restrict or inhibit access to an **Insured's Computer System** or **Shared Computer System**,

where a demand is made for the **Insured** to make a payment or a series of payments, or otherwise meet a demand, in exchange for the mitigation or removal of such threat or series of related threats.

Further, **Network Extortion Threat** shall include a threat or series of related threats connected to any of the acts above that have already commenced.

Network Security means those activities performed by an **Insured**, or by others on behalf of an **Insured**, to protect an **Insured's Computer System** or **Shared Computer System**.

Network Security Failure means a failure in **Network Security**, including the failure to prevent a **Malicious Computer Act**.

Non-Malicious Computer Act means:

1. human operating error or omission, including the choice of the program used, an error in setting parameters, or any inappropriate single intervention by an employee or a third party providing services to an **Insured**;
2. programming error that occurs during the development or encoding of a program, application, or operating system that would, once in operation, result in the malfunction of the computer system, an interruption of operations, or an incorrect result; provided that any such error pertaining to the integration, installation, upgrade, or patching of any software, hardware, or firmware of an **Insured's Computer System** arises from a program which the **Insured** can demonstrate has been fully developed, successfully tested, and proved successful in its operational environment for at least thirty (30) days; or
3. power failure, surge, or diminution of an electrical system controlled by an **Insured**, and not arising from **Property Damage**.

Non-Panel Response Provider means any firm providing the services shown in the definition of **Cyber Incident Response Expenses** to an **Insured** that is not a **Pre-Approved Response Provider**.

Notice Group Member means, as applicable, an **Organization's** Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Chief Privacy Officer, Chief Technology Officer, General Counsel, or Risk Manager, or the organizational or functional equivalent of such positions.

Observation Period means the continuous period of time that begins on the date which immediately follows the last date of the **Period of Restoration**, and continues for the lesser of:

1. the number of days shown in the Cyber Coverage Section portion of Item 4 of the Declarations as the maximum **Period of Restoration** applicable to Insuring Agreements B1 or B3, regardless of when the **Period of Restoration** actually ends; or
2. ninety (90) days.

For purposes of calculating the continuous period of time, the date that immediately follows the **Period of Restoration** is considered day 1.

Payment Card means an authorized account, or evidence of an account, for a credit card, debit card, charge card, fleet card, or stored value card between the **Payment Card Brand** and its customer.

Payment Card Brand means any payment provider whose payment method is accepted for processing, including Visa Inc. International, MasterCard Worldwide, Discover Financial Services, American Express Company, and JCB International.

Payment Card Industry Data Security Standards means the rules, regulations, standards, or guidelines adopted or required by the **Payment Card Brand** or the Payment Card Industry Data Security Standards Council relating to data security and the safeguarding, disclosure, and handling of **Protected Information**.

Payment Card Loss means monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries, including card reissuance costs, which an **Insured** becomes legally obligated to pay as a result of an **Insured's**:

1. **Network Security Failure**; or
2. actual or alleged failure to properly protect, handle, manage, store, destroy, or otherwise control **Payment Card** data, including **Protected Information**,

where such amount is determined pursuant to a payment card processing agreement between an **Organization** and a **Payment Card Brand**, or a merchant agreement between an **Organization** and a payment services provider, including for mobile payment services, or demanded in writing from an issuing or acquiring bank that processes **Payment Card** transactions, due to an **Insured's** actual or alleged non-compliance with applicable **Payment Card Industry Data Security Standards**, EMV specifications, or mobile payment security requirements. However, **Payment Card Loss** shall not include:

- a. subsequent fines or assessments for non-compliance with the **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement unrelated to a specific **Claim**; or
- b. costs or expenses incurred to update or improve privacy or network security controls, policies, or procedures to a level beyond that which existed prior to the applicable **Cyber Incident** or to be compliant with applicable **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement.

Period of Restoration means the continuous period of time that:

1. with respect to Insuring Agreement B1, begins with the earliest date of an **Interruption in Service** or **Telecom Theft**, and ends on the earlier of:
 - a. if there is no **Customer Attrition Loss**, the date when an **Insured's Computer System** is or could have been repaired or restored with reasonable speed to the same functionality and level of service that existed prior to the **Interruption in Service** or **Telecom Theft**;
 - b. if there is **Customer Attrition Loss**, the earliest date that the **Insured's** customer counts and seasonally-adjusted daily revenue amounts recover to the same level that would have existed had there been no **Interruption in Service**, so long as such recovery is subsequently sustained on an average daily basis over the course of at least ten (10) business days. Such ten-day period shall not be considered part of the **Period of Restoration**; or
 - c. the date on which the applicable number of days, as shown in Item 4B1 of the Cyber Coverage Section portion of the Declarations, have elapsed.
2. with respect to Insuring Agreement B2, begins with the earliest date of an **Interruption in Service** or **Telecom Theft**, and ends on the earlier of:
 - a. the date when a **Shared Computer System** is or could have been repaired or restored with reasonable speed to the same functionality and level of service that existed prior to the **Interruption in Service** or **Telecom Theft**; or
 - b. the date on which the applicable number of days, as shown in Item 4B2 of the Cyber Coverage Section portion of the Declarations, have elapsed.
3. with respect to Insuring Agreement B3, begins with the earlier of:
 - a. the first date on which the **Insured's Cyber Incident**, as defined in paragraph 1.b. of such definition, is publicly disclosed or reported; or
 - b. the date when the **Insured** first sends written notification to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**;

and ends on the earlier of:

- a. the earliest date that the **Insured's** customer counts and seasonally-adjusted daily revenue amounts recover to the same level that would have existed had there been no **Reputational Event**, so long as such recovery is subsequently sustained on an average daily basis over the course of at least ten (10) business days. Such ten-day period shall not be considered part of the **Period of Restoration**; or
- b. the date on which the applicable number of days, as shown in Item 4B3 of the Cyber Coverage Section portion of the Declarations, have elapsed.

Pre-Approved Response Provider means any firm listed on the **Insurer's** pre-approved response provider list available on request from the **Insurer** or on the pre-approved response provider list specified on the website shown in Item 6 of the Declarations.

Preventative Shutdown means an **Insured's** reasonable and necessary intentional shutdown of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**, but only to the extent that such shutdown:
 - a. is in response to an actual or credible threat of a **Malicious Computer Act** expressly directed against such **Insured's Computer System** which may reasonably be expected to cause an **Interruption in Service** in the absence of such shutdown; and
 - b. serves to mitigate, reduce, or avoid **Business Interruption Loss** as a result of the actual or credible threat of such **Malicious Computer Act**; or
2. with respect to Insuring Agreement B2, the **Insured's** access or connectivity to a **Shared Computer System**, but only to the extent that such shutdown:
 - a. is in response to an actual **Malicious Computer Act** against such **Shared Computer System** which may reasonably be expected to cause an **Interruption in Service** in the absence of such shutdown; and
 - b. serves to mitigate, reduce, or avoid **Contingent Business Interruption Loss** as a result of such **Malicious Computer Act**.

Profit means the operating profit or loss resulting from the **Insured's** business after deductions have been made for all fixed charges. Such fixed charges shall include the **Insured's** continuing operating and payroll expenses, considering any cost savings.

Regulatory Fines means any civil monetary fine or penalty imposed by or on behalf of a federal, state, local, or foreign governmental entity, regulatory authority, or data protection authority, in such entity's regulatory or official capacity as a result of a **Regulatory Proceeding**, to the extent that such fines and penalties are insurable under the applicable laws of any jurisdiction which most favors coverage for such fines and penalties and which has a substantial relationship to the **Insured**, **Insurer**, this **Policy**, or the **Claim** giving rise to such damages. However, **Regulatory Fines** shall not include any civil monetary fines or penalties that are not insurable by law, criminal fines, disgorgement, or the multiple portion of any multiplied damage award.

Regulatory Proceeding means a suit, civil investigation, or civil proceeding by or on behalf of a government agency, government licensing entity, regulatory authority, or data protection authority, commenced by the service of a complaint, notice, similar pleading, subpoena, civil investigative demand, or similar investigatory instrument or similar pleading based on an alleged or potential violation of **Privacy or Cyber Laws** as a result of a **Cyber Incident**, and which may reasonably be expected to give rise to a **Claim** under Insuring Agreement E.

Reputational Event means a **Cyber Incident**, as defined in paragraph 1.b. of such definition, followed by written notification by the **Insured** to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**, but only if such notification by the **Insured** was:

1. required to comply with **Privacy or Cyber Laws**; or
2. made with the **Insurer's** prior consent.

Shared Computer System means a **Computer System**, other than an **Insured's Computer System**, operated for the benefit of an **Insured** by a third party under written agreement or contract with an **Insured** to provide data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms-as-a-service, software-as-a-service, infrastructure-as-a-service, or any similar type of outsourced computing services. However, **Shared Computer System** shall not include **Infrastructure**.

Technology Incident means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty, including **Personal Injury**, actually or allegedly committed or attempted by any **Insured**, or by any person or entity for whom an **Insured** is legally responsible, in the: (i) rendering of or failure to render **Technology Services** to others, or (ii) the failure of **Technology Products** to perform the function or serve the purpose intended.

Technology Products means communication, computer, data security, electronic, Internet, network or website:

1. hardware, equipment, parts, or peripherals; or
2. software, programs, or systems, and the data residing therein;

designed, created, developed, assembled, manufactured, handled, installed, disposed of, leased or licensed for or to others, sold, or distributed by or on behalf of an **Insured**, including repair or maintenance thereof.

Technology Services means:

1. computer, electronics, information technology, Internet, network, or website analysis, consulting, architecture, design, development, staffing, programming, installation, integration, networking, hosting, processing, management, operations, data security, maintenance, repair, optimization, support, or training;
2. providing, collecting, recording, caching, compiling, mining, analyzing, storing, hosting, processing, securing, backup, wiping, or destruction of software or data;
3. telecommunications services including Internet, voice, video, web, email, text, data, or broadband services, including related call center and customer service support;
4. services similar to the foregoing; or,
5. any other information technology-related services provided in conjunction with **Technology Products**.

Telecom Theft means the fraudulent infiltration and manipulation of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
2. with respect to Insuring Agreement B2, a **Shared Computer System**,

to gain access to outbound long distance telephone service, data transmission capacity, or computer processing resources, including for the purpose of cryptocurrency mining or botnet control.

Telecom Theft Loss means telephone, energy, or data usage charges billed to an **Insured** by the provider of such services, other than charges which an **Insured**:

1. would owe in the absence of any **Telecom Theft**, including any fixed periodic charges that do not increase with variable usage; or
2. cannot substantiate with usage and billing documentation produced by the provider of such services.

Telephone System means PBX, CBX, Merlin, VoIP, remote access (including DISA), and all related peripheral equipment or similar systems owned or leased by an **Insured** for purposes of voice-based telecommunications.

Trade Secret means information, including a formula, pattern, compilation, program, device, method, technique, or process, that derives actual or potential economic value from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

Waiting Period means the number of hours shown in the Cyber Coverage Section portion of Item 4 of the Declarations.

Widespread Event means a **Cyber Incident** arising from a **Widespread Trigger**.

Widespread Severe Known Vulnerability Exploit means a **Widespread Trigger** involving the exploitation of a vulnerability in software, which as of the first known date of such exploitation is:

1. listed as a Common Vulnerability and Exposure (CVE) in the National Vulnerability Database operated by the National Institute of Standards and Technology; and
2. assigned a Base Score or Overall Score of 8.0 or greater according to the Common Vulnerability Scoring System (CVSS) version 2.0 or later.

Widespread Severe Zero Day Exploit means a **Widespread Trigger** involving the exploitation of a vulnerability in software, other than a **Widespread Severe Known Vulnerability Exploit**, which within 45 days of an associated **Cyber Incident** being reported to the **Insurer**:

1. becomes listed as a Common Vulnerability and Exposure (CVE) in the National Vulnerability Database operated by the National Institute of Standards and Technology; and
2. is assigned a Base Score or Overall Score of 8.0 or greater according to the Common Vulnerability Scoring System (CVSS) version 2.0 or later.

Widespread Software Supply Chain Exploit means a **Widespread Trigger** involving the introduction of malware, a backdoor, or other vulnerabilities into an **Insured's Computer System** or **Shared Computer System**, via malicious insertion of source code into software which is:

1. distributed to multiple customers of the software developer;
2. not custom-developed specifically for any single customer, including an **Insured**; and
3. designated as trusted by a digital certificate, such as a Software Publisher Certificate (SPC).

Widespread Trigger means:

1. a single act or interdependent series of acts committed by an actor or coordinated actors who are outside of the **Organization**; or

2. a single error, omission, or failure, or interdependent series of errors, omissions, or failures, of a person or **Computer System** which is outside of the **Organization**,

which constitutes or causes both a **Cyber Incident** and an incident within a **Computer System** of any person or entity outside of the **Limited Impact Group**.

However, **Widespread Trigger** shall not include an act or interdependent series of acts which requires subsequent intervening deceitful manipulation of the actions of an **Authorized User** in order to constitute or cause the **Cyber Incident**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

The **Insurer** shall not be liable for **Costs, Damages, or Claims Expenses** on account of any **Cyber Incident, Media Incident, Technology Incident** or any **Claim**:

1. Conduct

alleging, based upon, arising out of, or attributable to:

- a. any fraudulent, criminal, malicious, or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**; or
- b. the gaining in fact of any profit, remuneration, or financial advantage to which any **Insured** was not legally entitled.

However, this exclusion shall not apply to **Claims Expenses** or the **Insurer's** duty to defend any such **Claim**, until there is a final, non-appealable adjudication in any underlying proceeding or action against the **Insured** as to such conduct or violation, at which time the **Insured** shall reimburse the **Insurer** for any **Claims Expenses** paid by the **Insurer**. Provided that:

- i. no conduct pertaining to any natural person **Insured** shall be imputed to any other natural person **Insured**; and
- ii. any conduct pertaining to any past, present, or future **Control Group Member**, other than a Rogue Actor, shall be imputed to an **Organization**. For purposes of this exclusion, "Rogue Actor" means a **Control Group Member** acting outside his or her capacity as such.

2. Prior Knowledge

alleging, based upon, arising out of, or attributable to any **Cyber Incident Media Incident, or Technology Incident** that first occurred, arose, or took place prior to the earlier of the effective date of this **Policy**, or the effective date of any policy or Coverage Section issued by the **Insurer** of which this **Policy** is a continuous renewal or a replacement, and any **Control Group Member** knew of such **Cyber Incident Media Incident, or Technology Incident**; and, with respect to Insuring Agreements E, F, and T, any **Control Group Member** reasonably could have foreseen that such **Incident** did or could lead to a **Claim**.

3. Pending or Prior Proceedings

alleging, based upon, arising out of, or attributable to:

- a. any pending or prior litigation, **Claim**, written demand, arbitration, administrative or regulatory proceeding, or administrative or regulatory investigation filed or commenced against an **Insured** on or before the applicable Pending or Prior Proceedings Date shown in the Cyber Coverage Section portion of Item 4 of the Declarations, or alleging or derived from the same or substantially the same fact, circumstance, or situation underlying or alleged therein; or
- b. any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in any pending or prior litigation, **Claim**, written demand, arbitration, administrative or regulatory proceeding, or administrative or regulatory investigation as set forth pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.

4. Prior Notice

alleging, based upon, arising out of, or attributable to:

- a. any **Incident**, fact, circumstance, or situation which has been the subject of any written notice given and accepted under any other policy or Coverage Section of which this **Policy** is a direct or indirect renewal or replacement; or
- b. any other **Incident** whenever occurring which, together with an **Incident** which has been the subject of such notice pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.

5. Bodily Injury

for any **Bodily Injury**. However, solely with respect to Insuring Agreements E and F, this exclusion shall not apply to mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from a **Cyber Incident** or **Media Incident**.

6. Property Damage

- a. solely with respect to Insuring Agreement T, for **Property Damage**; and
- b. solely with respect to Insuring Agreements A-F, alleging, based upon, arising out of, or attributable to **Property Damage**.

7. Pollution

alleging, based upon, arising out of, or attributable to the actual, alleged, or threatened discharge, release, escape, seepage, migration, or disposal of **Pollutants**, or 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.

8. Infrastructure Outage

alleging, based upon, arising out of, or attributable to any failure, interruption, disturbance, degradation, corruption, impairment, or outage of **Infrastructure**.

However, this exclusion shall not apply to any **Limited Impact Event**. Additionally, this exclusion shall not apply to Insuring Agreement T.

9. War

alleging, based upon, arising out of, or attributable to:

- a. any **Malicious Computer Act** or any hostile event or act, or series of similar or related events or acts (each a “Hostile Act”), committed or made, in whole or in part, by or on behalf of a sovereign State or state-sponsored actor or group (each a “Belligerent”) that results in or is cited as a reason in a formal declaration of war by the U.S. Congress or responsible governmental body of any other sovereign State (each a “Governmental Authority”) against a sovereign State;
- b. any **Malicious Computer Act** committed or made, in whole or in part, by or on behalf of a Belligerent that results in the U.S. President or any Governmental Authority ordering actions that constitute the use of force against a sovereign State;
- c. any **Malicious Computer Act** committed or made, in whole or in part, by or on behalf of a Belligerent that results in or is cited as a reason in a resolution or other formal action by the United Nations Security Council authorizing the use of force or economic sanctions against a sovereign State, or that results in the use of force by the North Atlantic Treaty Organization or any other equivalent international intergovernmental military or political alliance, against a sovereign State;
- d. any Hostile Act or **Malicious Computer Act** committed by a Belligerent subsequent to any Hostile Act or **Malicious Computer Act** described in paragraphs a-c immediately above, which together with a Hostile Act or **Malicious Computer Act** described in paragraphs a-c immediately above, has as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes; or
- e. civil war, rebellion, revolution, or insurrection.

10. Nuclear

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.

11. Contract

for breach of any express, implied, actual, or constructive contract, warranty, guarantee, or promise, or for any actual or alleged liability assumed by an **Insured** under contract; unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee, or promise. However, this exclusion shall not apply to:

- a. the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**;
- b. an unintentional violation by an **Insured** to comply with an **Organization’s** Privacy Policy;
- c. solely with respect to Insuring Agreement E, **Payment Card Loss**;
- d. solely with respect to Insuring Agreement F, misappropriation of idea under implied contract; or

- e. solely with respect to Insuring Agreement T, that part of a **Claim** alleging the unintentional failure to perform **Technology Services** or provide **Technology Products** with a reasonable standard of care and consistent with industry standards;

12. Fees or Chargebacks

alleging, based upon, arising out of, or attributable to:

- a. any fees, expenses, or costs paid to or charged by an **Insured**; or
- b. chargebacks, chargeback fees, interchange fees or rates, transfer fees, transaction fees, discount fees, merchant service fees, or prospective service fees.

However, solely with respect to Insuring Agreement E, this exclusion shall not apply to **Payment Card Loss**. Additionally, solely with respect to Insuring Agreement T, paragraph b. of this exclusion, immediately above, shall not apply to the extent such amounts constitute otherwise covered **Damages**.

13. Intellectual Property

alleging, based upon, arising out of, or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in a patent, any copyright, service mark, trade name, trademark, patent, or **Trade Secret** by or on behalf of any **Insured**. However, this exclusion shall not apply to:

- a. solely with respect to Insuring Agreements A-D, the actual or alleged theft of a third party's **Trade Secret** resulting from a **Cyber Incident**; provided, however, this exclusion shall still nevertheless apply to any **Costs, Damages, or Claims Expenses** on account of any **Cyber Incident** or **Claim** for the economic or market value of **Trade Secrets**;
- b. solely with respect to Insuring Agreement E, any **Claim** alleging, based upon, arising out of, or attributable to the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**;
- c. solely with respect to Insuring Agreement F, any **Claim** alleging, based upon, arising out of, or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in, any copyright, service mark, trade name, or trademark; or
- d. solely with respect to Insuring Agreement T, any **Claim** brought by any client or customer of an **Insured** for loss of use of **Technology Services** or **Technology Products**, arising from an action by a party other than such client or customer alleging software copyright infringement;

14. Antitrust or Unfair Trade Practices

alleging, based upon, arising out of, or attributable to any price fixing, restraint of trade, monopolization, interference with economic relations (including interference with contractual relations or with prospective advantage), unfair competition, unfair business practices, or unfair trade practices, or any violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing, restraint of trade, unfair competition, unfair business practices, or unfair trade practices, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.

However, this exclusion shall not apply to:

- a. solely with respect to Insuring Agreement E, a **Claim** resulting directly from a violation of **Privacy or Cyber Laws**; or
- b. solely with respect to Insuring Agreement F, a **Claim** for a **Media Incident** as defined in paragraph g. of such definition.

15. Consumer Credit, Debt, and Lending Laws

alleging, based upon, arising out of, or attributable to any violation by an **Insured** of the Truth in Lending Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, or the Fair and Accurate Credit Transactions Act, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world. However, solely with respect to Insuring Agreements A and E, this exclusion shall not apply to a **Claim** arising out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**.

16. Securities Law Violation

alleging, based upon, arising out of, or attributable to an **Insured's** violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, or any other federal, state, or local securities law, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.

17. Discrimination or Employment Practices

alleging, based upon, arising out of, or attributable to any illegal discrimination of any kind, or any employment relationship, or the nature, terms or conditions of employment, including claims for workplace torts, wrongful termination, dismissal or discharge, or any discrimination, harassment, breach of employment contract, or defamation. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Information** resulting from or resulting in a **Cyber Incident**.

18. Unsolicited Communications

alleging, based upon, arising out of, or attributable to any unsolicited electronic dissemination of faxes, e-mails, or other communications by or on behalf of an **Insured**, including actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law, rule, regulation, or common law anywhere in the world relating to a person's or entity's right of seclusion. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a **Claim** resulting directly from a **Cyber Incident** as defined under subparagraphs 1(a) of such definition.

19. Intentional Unlawful Collection or Use of Protected Information

alleging, based upon, arising out of, or attributable to:

- a. the intentional unlawful collection or intentional unlawful use of **Protected Information**; or

- b. the failure to provide adequate notice that **Protected Information** is being collected or used, by an **Insured**,

with knowledge of any **Control Group Member** at the time of the **Cyber Incident, Media Incident** or **Technology Incident**.

20. Communications Decency

alleging, based upon, arising out of, or attributable to the failure of any **Insured**, or others for whom an **Insured** is legally responsible, to prevent the publication or dissemination of **Indecent Content**.

21. Recall, Repair, Replace

alleging, based upon, arising out of, or attributable to any costs or expenses incurred by any **Insured** or others to recall, repair, replace, upgrade, supplement, or remove the **Insured's** products, including products which incorporate the **Insured's** products or services. However, solely with respect to Insuring Agreement T, this exclusion shall not apply to any **Claim** brought by a third party for loss of use of **Technology Services** or **Technology Products** or any products that incorporate **Technology Services** or **Technology Products**.

B. EXCLUSIONS APPLICABLE TO SPECIFIC INSURING AGREEMENTS

In addition to the Exclusions in Section IIIA above, the **Insurer** shall not be liable for **Costs, Damages, or Claims Expenses** on account of any **Cyber Incident, Media Incident, or Technology Incident** or any **Claim**:

1. Force Majeure

solely with respect to Insuring Agreements B and C, alleging, based upon, arising out of, or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, electromagnetic pulse or radiation, tidal wave, landslide, hail, act of God (which does not include acts by actors purporting to be God), nature, or any other physical event, however caused and whether contributed to, made worse by, or in any way resulting from any such events. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently with or in any sequence to the **Costs, Damages, or Claims Expenses** on account of any **Cyber Incident, Media Incident, or Technology Incident** or any **Claim**.

2. Governmental Authority

solely with respect to Insuring Agreements B, C, and D, alleging, based upon, arising out of, or attributable to any public or governmental authority, foreign enemy, military, or usurped power:

- a. seizing or confiscating an **Insured's Computer System**, a **Shared Computer System**, or an **Insured's Digital Data**; or
- b. mandating the restriction of operations, closure, or shutdown of (i) any entity or person operating a **Computer System** or (ii) any **Computer System**;

provided, however, this exclusion shall not apply to any such actions of a government directed solely against the **Insured's Computer System** in response to a **Malicious Computer Act** also directed solely against such **Insured's Computer System**.

3. Insured v. Insured

solely with respect to Insuring Agreements E, F, and T brought or maintained by, on behalf of, or in the right of any **Insured**, other than an **Additional Insured** as defined under subparagraph 7 of the definition of **Insured**. Provided, however, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Cyber Incident**.

4. Inaccurate Prices, Costs or Estimates

solely with respect to Insuring Agreements E, F, and T alleging, based upon, arising out of, or attributable to the **Insured's** cost guarantees, cost representations, contract price, pricing guarantees, or estimates of probable costs or cost estimates being exceeded, or any guarantee or promise of cost savings, return on investment, or profitability.

5. False Claims Act

solely with respect to Insuring Agreements E, F and T alleging, based upon, arising out of, or attributable to any actual or alleged violation by the **Insured** of the False Claims Act (31 U.S.C. §§ 3729-3733), and amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.

6. Governmental, Regulatory, or Licensing Entities

solely with respect to Insuring Agreements F and T, brought by or on behalf of any federal, state, or local governmental or public entity, agency, or authority, including the Federal Trade Commission or the Federal Communications Commission (a "Governmental Body"), or any publishing or licensing rights entity, including ASCAP, SESAC, or BMI, in such entity's regulatory, quasi-regulatory, or official capacity, function, or duty. However, this exclusion shall not apply to a **Claim** for a **Technology Incident** brought by a Governmental Body or entity above solely in its capacity as a client or customer of an **Insured**.

7. False Advertising or Misrepresentation

solely with respect to Insuring Agreements F and T, alleging, based upon, arising out of, or attributable to false or deceptive advertising or promotion, any unfair or deceptive trade practices with respect to the advertising or sale of any goods, products, or services, any inaccurate, inadequate, or incomplete description of the price of goods, products, or services, disclosure of fees, representations with respect to authenticity of any product, or the failure of any goods, products, or services to conform with advertised quality or performance.

8. Contest or Game of Chance

solely with respect to Insuring Agreements F and T, alleging, based upon, arising out of, or attributable to any gambling, contest, game of chance or skill, lottery, or promotional game, including tickets or coupons or over-redemption related thereto.

9. ERISA Violation

solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to any violation of the responsibilities, obligations, or duties imposed by **ERISA**.

IV. LIMITS OF LIABILITY

Regardless of the number of Insuring Agreements or Coverage Extensions purchased under this Coverage Section, or the number of **Cyber Incidents, Media Incidents** or **Technology Incidents, Insureds** against whom **Claims** are brought, **Claims** made, or persons or entities making **Claims**:

A. LIMITS OF LIABILITY FOR LIMITED IMPACT EVENTS AND WIDESPREAD EVENTS

1. The **Insurer's** maximum Limit of Liability for each **Cyber Incident** and all **Cyber Incidents** in the aggregate which constitute a **Limited Impact Event** under any one Insuring Agreement or Coverage Extension shall be the applicable Limit of Liability for such Insuring Agreement or Coverage Extension shown in the Cyber Coverage Section portion of Item 4 of the Declarations.
2. The **Insurer's** maximum Limit of Liability for each **Cyber Incident** and all **Cyber Incidents** in the aggregate which constitute a **Widespread Event** shall be the applicable **Widespread Event** Limit of Liability shown in the Cyber Coverage Section portion of Item 4 of the Declarations.
3. The **Widespread Event** Limits of Liability shall be part of, and not in addition to, the applicable **Limited Impact Event** Limit of Liability shown in the Cyber Coverage Section portion of Item 4 of the Declarations, and shall never serve to increase such Limits of Liability, or add coverage under any Insuring Agreement for which no Limit of Liability is provided.
4. The **Limited Impact Event** and **Widespread Event** Limits of Liability shall be part of, and not in addition to, the Maximum Policy Limit of Liability and Maximum Coverage Section Limit of Liability shown in Item 3 and the Cyber Coverage Section Item 4 of portion of the Declarations.
5. Solely with respect to a **Widespread Event** which arises out of a **Cyber Incident** covered under Insuring Agreements B2 or C impacting the **Shared Computer System** of a service provider that is not scheduled onto this **Policy** via endorsement, it is agreed that a \$0 Limit of Liability shall apply with respect to such **Widespread Event**.

B. LIMITS OF LIABILITY FOR EACH INCIDENT OR CLAIM AND ALL INCIDENTS OR CLAIMS IN THE AGGREGATE UNDER ANY ONE INSURING AGREEMENT

The **Insurer's** maximum limit of liability for each **Cyber Incident, Media Incident, or Technology Incident or Claim** and all **Cyber Incidents, Media Incidents, Technology Incidents, or Claims** in the aggregate under any one Insuring Agreement shall be the applicable Limit of Liability shown in the Cyber Coverage Section portion of Item 4 of the Declarations, which shall be part of, and not in addition to, the Maximum Aggregate Limit of Liability for this Coverage Section.

C. LIMITS OF LIABILITY FOR COVERAGE EXTENSIONS

1. First Party Coverage Extensions

The **Insurer's** maximum Limit of Liability for each **Cyber Incident** and all **Cyber Incidents** in the aggregate covered under a First Party Coverage Extension shall be the Limit of Liability applicable to such First Party Coverage Extension shown in the Cyber Coverage Section portion of Item 4 of the Declarations.

a. Non-Panel Response Provider

Solely with respect to Insuring Agreement A, the **Insurer's** maximum Limit of Liability for **Cyber Incident Response Expenses** for services provided by a **Non-Panel Response Provider** in response to a **Cyber Incident** shall be the **Non-Panel Response Provider** Sublimit shown in the Cyber Coverage Section portion of Item 4 of the Declarations.

b. Non-Malicious Computer Act

Solely with respect to Insuring Agreements B, the **Insurer's** maximum Limit of Liability for **Costs** incurred in response to a **Cyber Incident** arising out of a **Non-Malicious Computer Act** shall be the **Non-Malicious Computer Act** Sublimit shown in the Cyber Coverage Section portion of Item 4 of the Declarations.

c. Preventative Shutdown

Solely with respect to Insuring Agreement B, the **Insurer's** maximum Limit of Liability for **Costs** incurred in response to a **Cyber Incident** arising out of a **Preventative Shutdown** shall be the **Preventative Shutdown** Sublimit shown in the Cyber Coverage Section portion of Item 4 of the Declarations.

d. Hardware Replacement Costs

Solely with respect to Insuring Agreement C, the **Insurer's** maximum Limit of Liability for **Hardware Replacement Costs** incurred in response to a **Cyber Incident** shall be the **Hardware Replacement Costs** Sublimit shown in the Cyber Coverage Section portion of Item 4 of the Declarations.

e. Betterment Costs

Solely with respect to Insuring Agreement C, the **Insurer's** maximum Limit of Liability for **Betterment Costs** incurred in response to a **Cyber Incident** shall be the **Betterment Costs** Sublimit shown in the Cyber Coverage Section portion of Item 4 of the Declarations.

f. Invoice Fraud Financial Loss

Solely with respect to Insuring Agreement C, the **Insurer's** maximum Limit of Liability for **Invoice Fraud Financial Loss** incurred in response to a **Cyber Incident** shall be the **Invoice Fraud Financial Loss** Sublimit shown in the Cyber Coverage Section portion of Item 4 of the Declarations.

2. Third Party Coverage Extensions

The **Insurer's** maximum Limit of Liability for each **Claim** and all **Claims** in the aggregate covered under a Third Party Coverage Extension shall be the Limit of Liability applicable to such Third Party Coverage Extension shown in the Cyber Coverage Section of Item 4 of the Declarations.

a. Regulatory Proceeding

Solely with respect to Insuring Agreement E, the **Insurer's** maximum Limit of Liability for **Damages** and **Claims Expenses** by reason of a **Regulatory Proceeding** shall be the **Regulatory Proceeding** Sublimit shown in the Cyber Coverage Section of Item 4 of the Declarations.

b. Payment Card Loss

Solely with respect to Insuring Agreement E, the **Insurer's** maximum Limit of Liability for **Payment Card Loss** by reason of a **Claim** shall be the **Payment Card Loss** Sublimit shown in the Cyber Coverage Section of Item 4 of the Declarations.

3. The Limits of Liability for any First Party or Third Party Coverage Extension shall be part of, and not in addition to, the Maximum Coverage Section Limit of Liability shown in the Declarations.

V. RETENTION AND COINSURANCE

- A. The liability of the **Insurer** under any Insuring Agreement or Coverage Extension shall apply only to that part of **Costs, Damages, and Claims Expenses** which is in excess of the applicable Retention amount shown in the Cyber Coverage Section portion of Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds**.
- B. With respect to Insuring Agreement B, the liability of the **Insurer** shall apply only to:
1. the actual **Business Interruption Loss** and **Contingent Business Interruption Loss** incurred by an **Insured** once the applicable **Waiting Period** shown in the Cyber Coverage Section of the Item 4 of Declarations has expired, provided that such amount is in excess of the applicable Retention amount shown in the Cyber Coverage Section of the Item 4 of the Declarations; and
 2. **Extra Expenses** incurred by an **Insured** as of the start of the **Interruption in Service**, provided that such amount is in excess of the applicable Retention amount shown in the Cyber Coverage Section of the Item 4 of the Declarations.

The **Waiting Period** and Retention amounts shall be computed as of the start of the **Interruption in Service** or **Telecom Theft**.

Any **Business Interruption Loss, Contingent Business Interruption Loss, or Extra Expenses** incurred by an **Insured** during the **Waiting Period** shall reduce and may exhaust any applicable Retention.

- C. With respect to Insuring Agreement B1, the liability of the **Insurer** shall only apply to **Customer Attrition Loss** and **Customer Attrition Expenses** incurred by an **Insured** once the applicable **Waiting Period** shown in Item 4B1 of the Cyber Coverage Section portion of the Declarations has expired, provided that such amount is in excess of the applicable Retention amount shown in Item 4B1 of the Cyber Coverage Section portion of the Declarations.
- D. A single Retention amount shall apply to **Costs, Damages, and Claims Expenses** arising from all **Interrelated Incidents** or **Claims** alleging **Interrelated Incidents**.
- E. If a single **Claim** or **Incident**, including any **Cyber Incident** which constitutes a **Limited Impact Event** or **Widespread Event**, or **Interrelated Incidents**, are subject to different Retentions, the largest applicable Retention shall apply.
- F. **Cyber Incident Response Coach Retention**
- Solely with respect to Insuring Agreement A, the **Insurer** will pay **Cyber Incident Response Expenses** for services described in paragraph 1 of such definition which are provided by a **Cyber Incident Response Coach** in response to a **Cyber Incident** in excess of the **Cyber Incident Response Coach Retention** set forth in the Cyber Coverage Section portion of Item 4 of the Declarations.

G. COINSURANCE

With respect to any Insuring Agreement or Coverage Extension for which a Coinsurance percentage is shown in the Cyber Coverage Section portion of Item 4 of the Declarations, after satisfaction of any applicable Retention amount, the **Insureds** shall bear uninsured and at their own risk the applicable percentage of all **Costs, Damages, and Claims Expenses** set forth in the Coinsurance shown in the Cyber Coverage Section portion of Item 4 of the Declarations ("**Insured's** Coinsurance"), and the **Insurer's** liability for **Costs, Damages, and Claims Expenses** under such Insuring Agreement shall apply only to the remaining percent of such **Costs, Damages, and Claims Expenses**. Payments of any **Costs, Damages, or Claims Expenses** by an **Insured** under the **Insured's** Coinsurance percentage shall not reduce the applicable Limits of Liability or the Maximum Coverage Section Limit of Liability. Only the portion of any such **Costs, Damages, or Claims Expenses** paid by the **Insurer** shall reduce the foregoing Limits of Liability. If Coinsurance applies to more than one Insuring Agreement or Coverage Extension, the lowest applicable Limit of Liability shall apply for purposes of Coinsurance.

VI. NOTICE

In addition to the terms and conditions set forth in Section VIII of the General Terms and Conditions, urgent crisis management assistance by the **Cyber Incident Response Coach** is available at the hotline number shown in the Declarations. Use of the services of the **Cyber Incident Response Coach** for a consultation DOES NOT constitute notice under this **Policy** of a **Cyber Incident** or **Claim**. In order to provide notice under this **Policy**, such notice must be given in accordance with and is subject to Section VIII of the General Terms and Conditions.

VII. DEFENSE AND SETTLEMENT

- A. The **Insurer** shall have the right and duty to defend any **Claim** or **Regulatory Proceeding** brought against an **Insured**, even if such **Claim** or **Regulatory Proceeding** is groundless, false, or fraudulent.

The **Insurer** shall consider the **Insured's** request regarding the appointment of counsel, but the **Insurer** shall retain the right to appoint counsel and to make such investigation and defense of a **Claim** or **Regulatory Proceeding** as it deems necessary.

- B. No **Insured** shall settle any **Claim**, incur any **Claims Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Insurer's** written consent, which shall not be unreasonably withheld. However, this provision does not apply to any potential settlement that is within the Retention where: (i) the settlement is on behalf of all **Insureds**; and (ii) such **Claim** is subject to one Retention amount. This Subsection B does not serve to change any responsibility on the part of the **Insured** with respect to Section VIII, Notice, of the General Terms and Conditions.

- C. The **Insurer** shall not settle any **Claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** applicable 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 up to the time the **Insurer** made its recommendation to the **Named Insured**; plus

2. eighty percent (80%) of all subsequent covered **Damages** and **Claims Expenses** in excess of such amount referenced in paragraph (1) immediately above, which amount shall not exceed that portion of any applicable Limit of Liability that remains unexhausted by payment of **Costs, Damages, and Claims Expenses**. The remaining twenty percent (20%) of all subsequent covered **Damages** and **Claims Expenses** shall be borne by the **Insureds** uninsured and at their own risk.

However, this Subsection C does not apply to any potential settlement that is within the Retention.

- D. 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 has been exhausted by payment of **Costs, Damages, or 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 either such case, the **Insurer** shall have the right to withdraw from the further investigation, defense, payment, or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.
- E. The **Insureds** shall cooperate with the **Insurer** and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests, including 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 **Insured** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall forward to the **Insurer** as soon as practicable, at the address shown in Item 6A of the Declarations, every demand, notice, summons, or other process or pleading received by an **Insured** or its representatives.
- F. With the exception of paragraph 6 of the **Cyber Incident Response Expenses** definition, an **Insured** has the right to incur **Cyber Incident Response Expenses** without the **Insurer's** prior consent. However, the **Insurer** shall, at its sole discretion and in good faith, pay only for such expenses that the **Insurer** deems to be reasonable and necessary.

VIII. DUTIES IN THE EVENT OF A CYBER INCIDENT

In the event of a **Cyber Incident**, the **Insureds** shall take every reasonable step to mitigate loss, continue operations, preserve any contractual rights or remedies, and protect and preserve any property, **Computer Systems**, logs, books and records, reports or evidence (collectively, "Elements of Proof"), which may be reasonably necessary for examination in the adjustment of any **Cyber Incident**. To the extent that the **Insureds** incur expenses to protect and preserve any Elements of Proof, such expenses shall be covered under paragraph 7 of the definition of **Cyber Incident Response Expenses** with **Insurer's** prior consent.

A. PROOF OF LOSS

1. The **Insured** shall, upon request, render a sworn Proof of Loss to the **Insurer** outlining full particulars of any **Cyber Incident** as soon as practicable after such **Cyber Incident** is reported to the **Insurer** pursuant to Section VIII, Notice, of the General Terms and Conditions and/or VI, Notice, of this Coverage Section. If requested, such Proof of Loss shall include the written reports of any service providers who participated in the investigation or response to such **Cyber Incident**, including the **Cyber Incident Response Team** or any **Non-Panel Service Provider**, or any written reports or correspondence to or from any law enforcement, governmental authority or agency, industry regulatory body, or similar entity.
2. The Proof of Loss shall provide full details of any amounts requested for reimbursement or payment, and shall detail how such amounts were calculated, what assumptions have been made, and any relevant documentary evidence that substantiates the Proof of Loss.

3. The **Insureds** shall cooperate with, and provide any additional information reasonably requested by the **Insurer** in its investigation of any **Cyber Incident**, and shall permit and facilitate the **Insurer's** investigation and audit of any Elements of Proof relevant to the adjustment of any **Cyber Incident**, including any information requests from third party service providers on behalf of the **Insurer**.
4. In no event shall the **Insured** be obligated to provide information specifically subject to a Written Gag Order to the **Insurer**, while such Written Gag Order is in full force and effect. However, such information may be requested by the **Insurer** as part of the Proof of Loss, as soon as such Written Gag Order is no longer in full force or effect.

B. RIGHT TO INSPECT

The **Insurer** or a third party acting on behalf of the **Insurer** shall be permitted but not obligated to inspect, assess, and audit the **Insured's** Elements of Proof relevant to the adjustment of any **Cyber Incident**; provided this right to inspect shall not constitute any undertaking on behalf of, or to benefit, any **Insured**. Any additional expense related to such inspection shall be borne by the **Insurer** and will not erode any Limits of Liability under this Coverage Section.

C. ADJUSTMENT AND LOSS PAYMENT

1. The **Insurer** may rely on the Proof of Loss, Elements of Proof, and any independent evidence in determining whether any **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**. Such independent evidence may include information in the public domain or non-public information gathered in the **Insurer's** investigation of the **Cyber Incident**, including any reports from third parties, such as government agencies, computer service providers, or computer forensic firms, that detail or discuss the **Widespread Event**. Any expense incurred to obtain any such independent evidence shall be borne by the **Insurer** and will not erode any Limits of Liability under this Coverage Section.
2. **Cyber Incident Response Expenses** shall be covered under Insuring Agreement A under the Limit of Liability applicable to a **Limited Impact Event**, up until the earlier point in time that:
 - a. the **Insured** obtains, or reasonably should have obtained, facts or evidence that would reasonably indicate that the **Cyber Incident** is a **Widespread Event**; or
 - b. the **Insurer** actually determines a **Cyber Incident** to be a **Widespread Event** based upon Proof of Loss, Elements of Proof, or any independent evidence.

After such point in time, further **Cyber Incident Response Expenses** incurred shall be covered under Insuring Agreement A under the Limit of Liability applicable to a **Widespread Event**.

3. If the **Insurer** determines that it is impossible or impracticable to reach a determination of whether a **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**, the **Insurer** may at any time, in its sole discretion, deem such **Cyber Incident** to be a **Limited Impact Event**, and adjust the **Cyber Incident** accordingly.

4. With respect to Insuring Agreement B, the **Insurer** may rely on the Proof of Loss and any independent evidence, including the trends and circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Cyber Incident** not occurred, all material changes in market conditions or adjustment expenses which would affect the net profit generated, and potential income derived from substitute methods, in determining coverage for any **Business Interruption Loss, Contingent Business Interruption Loss, and Customer Attrition Loss**. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** or **Non-Malicious Computer Act** on others.
 5. The **Insurer** will pay for covered **Costs** after receipt of the complete Proof of Loss, provided the **Insured** has complied with all the terms of this **Policy**, and the **Insurer** and the **Insureds** have agreed on the amounts due for reimbursement. So long as any relevant information is subject to a Written Gag Order, the adjustment of any such **Cyber Incident** shall be suspended, and the Proof of Loss shall be considered incomplete during this time.
 6. If the **Insurer** and the **Insureds** fail to agree on the amount of covered **Costs, Damages, and Claims Expenses** under this **Policy**, the **Insurer** may issue partial payment of any undisputed amounts, and the provisions set forth in Section XV, Alternative Dispute Resolution, of the General Terms and Conditions, shall apply with respect to any disputed amounts.
- D. In the event that the **Insured** chooses not to provide a Proof of Loss, Elements of Proof, or any independent evidence to the **Insurer** in order for the **Insurer** to determine whether a **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**, the **Insured** and the **Insurer** agree that such **Cyber Incident** shall be considered a **Widespread Event** for purposes of coverage under this Coverage Section. For purposes of this Subsection D, the **Insured's** failure to provide a Proof of Loss, Elements of Proof, or independent evidence shall not be considered a violation of such **Insured's** duties under this Coverage Section.

IX. CYBER INCIDENT RESPONSE FUND AND LOSS MITIGATION SERVICES PROVISIONS

- A. With respect to the **Cyber Incident Response Team** or a **Non-Panel Response Provider** providing to an **Insured** the services shown in the definition of **Cyber Incident Response Expenses**:
1. The **Insureds** are under no obligation to contract for services with the **Cyber Incident Response Team**. However, if an **Insured** elects to use any **Non-Panel Response Providers** for any **Cyber Incident Response Expenses**, the applicable Limits of Liability shown in Item 4A2 of the Cyber Coverage Section portion of the Declarations will apply.
 2. The **Insurer** shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**.
 3. **Cyber Incident Response Team** service providers are independent contractors, and are not agents of the **Insurer**. The **Insureds** agree that the **Insurer** assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. The **Insurer** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**. Any rights and obligations with respect to such agreement, including billings, fees, and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and such **Insured**, and not the **Insurer**.
 4. The **Insurer** has no obligation to provide any of the services provided by the **Cyber Incident Response Team**.

- B. With respect to any other third party vendor, the **Insurer** may provide the **Named Insured** with a list of third-party privacy and network security loss mitigation vendors whom the **Named Insured**, at its own election and at the **Named Insured's** own expense, may retain for cyber risk management to inspect, assess, and audit the **Named Insured's** property, operations, systems, books, and records, including the **Named Insured's** network security, employee cyber security awareness, incident response plans, services provider contracts, and regulatory compliance. Any loss mitigation inspection, assessment, or audit purchased by the **Named Insured**, and any report or recommendation resulting therefrom, shall not constitute an undertaking at the request of, or for the benefit of, the **Insurer**.
- C. The **Insurer** may also make available third-party privacy and network security loss mitigation services to the **Insureds**, at no additional expense to the **Named Insured**, in order to help the **Insureds** analyze key cyber exposures and limit their exposure to a potential loss during the **Policy Period**. Such services shall be provided by a pre-approved vendor of the **Insurer**.
- D. The **Insurer** shall be permitted but not be obligated to make loss control recommendations and provide loss control services to the **Organization** for the **Insurer's** underwriting purposes, following notice and coordination with the **Named Insured**. The **Insurer's** right to make recommendations for, or provide, loss control services is for the exclusive purpose of making an underwriting determination and shall not constitute an undertaking on behalf of or for the benefit of the **Organization** or others. Furthermore, such loss control services are undertaken for the benefit of the **Insurer** and relate only to the insurability of the **Organization** for coverage under this Coverage Section, to reduce the severity or frequency of losses, or to determine the premiums to be charged.

X. POLICY NONDISCLOSURE OBLIGATION

Solely with respect to Insuring Agreement D, as a condition precedent to the **Insureds'** rights under this coverage, the **Insureds** will use their best efforts to ensure that neither the existence of this coverage, nor the associated Limits of Liability, are disclosed:

- A. prior to a **Cyber Incident**, outside of the **Organization**, except:
 - 1. as required by contract, regulation, or law;
 - 2. in accordance with any customary or official business disclosure rules or procedures that apply to an **Insured**; or
 - 3. to a third-party privacy and network security loss mitigation vendor retained for cyber risk management, including any such vendor designated as a prospective **Cyber Incident Response Coach, Pre-Approved Response Provider, or Non-Panel Response Provider**; and
- B. after a **Cyber Incident**, to any natural person or group believed to be responsible for a **Network Extortion Threat**.

AMENDATORY ENDORSEMENT – TENNESSEE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

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.

In consideration of the premium it is agreed that the General Terms and Conditions are amended as follows:

1. Section IX, Termination of The Policy, is amended by adding the following:

C. Notice of termination by the **Insurer** shall include the reason for, and the effective date of such termination.

The **Insurer** shall mail or deliver; at least sixty (60) days advance written of nonrenewal to the **Named Insured**. Notice of nonrenewal is not required if (i) the **Insurer** has offered to issue a renewal policy; (ii) the **Named Insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage; or (iii) the **Insurer** has provided notice of nonrenewal required by this section and thereafter the **Policy** is extended for ninety (90) days or less, an additional notice of nonrenewal is not required with respect to the extension.

If the **Insurer** renews this **Policy** with an increase in premium of more than twenty-five percent (25%), the **Insurer** will mail or deliver at least sixty (60) days advance written notice of such premium increase, stating the amount of such increase, to the **Named Insured** at its address set forth in the Declarations.

2. Section XV, Alternative Dispute Resolution, is amended as follows:

Subsection A is amended by adding the phrase “by mutual consent” after the word “shall”.

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

EXPIRING POLICY LIBERALIZATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is agreed that solely for the purposes of the selected Coverage Sections (each a "Selected Coverage Section"):

- Cyber
- Media
- Miscellaneous Professional Liability
- Employed Lawyers

the **Policy** is amended as follows:

- The following Section is added to the end of the General Terms and Conditions: Expiring Policy Liberalization
 - A. This **Policy** (together with all endorsements attached hereto, the "Renewal Policy") has been issued as a renewal of the "Expiring Policy" described below (together with all endorsements attached thereto):

"Expiring Policy" means:

Chubb Management Greenville F18459061 ACE American Insurance Company	Cyber	Enterprise	Risk Policy Schools
		City	

- B. In the event of a **Claim** or **Incident**, if the **Named Insured**, in its sole discretion, deems the terms and conditions of the Expiring Policy in their entirety to be more favorable to the **Insured**, the **Named Insured** may, within thirty (30) days of receipt of a coverage letter from the **Insurer** evaluating coverage for such **Claim** or **Incident** under the Renewal Policy, request that the **Insurer** adjust coverage for such **Claim** or **Incident** pursuant to all of the terms and conditions of the Expiring Policy in their entirety.

The **Insurer** shall then apply all such terms and conditions of the Expiring Policy in their entirety to such **Claim** first made, or such **Incident** first discovered or first occurring, as applicable, during the Renewal Policy's **Policy Period**; provided that:

1. such **Claim** or **Incident** shall be subject to any applicable Retention, Defense and Settlement, Allocation, Termination of this **Policy**, or Limits of Liability provisions of the Renewal Policy; and
 - a. if applicable, the following endorsements of the Renewal Policy shall apply:

NA

and

b. if applicable, the following endorsements of the Expiring Policy shall not apply:

NA

and

2. in all events thereafter, such **Claim** or **Incident** and all **Claims** or **Incidents** alleging, based upon, arising out of, or attributable to **Interrelated Incidents** shall be subject solely to the terms and conditions of the Expiring Policy and any additional terms and conditions set forth in subparagraph 1 of this subsection B above.
- C. For the avoidance of doubt, this liberalization endorsement only applies to the extent that that the Selected Coverage Sections were purchased on both the Renewal Policy and Expiring Policy. All obligations of the **Insurer** under this endorsement shall terminate as of the "Liberalization Expiration Date". In the event of any subsequent renewal of this **Policy**, this endorsement shall not be included in the subsequent renewal and all obligations of the **Insurer** under this endorsement shall terminate as of the "Liberalization Expiration Date" and be of no other force and effect.

"Liberalization Expiration Date" means date referenced below:

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unless such date is left blank, in which case the "Liberalization Expiration Date" shall be 1 year following the inception date of this **Policy** as referenced in Item 2 of the Declarations; and this date shall not be carried forward to future renewals of this **Policy**.

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

ADDITIONAL INSURED – BLANKET PURSUANT TO A CONTRACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is agreed the Cyber Coverage Section is amended as follows:

1. It is agreed that in Section II, Definitions, the definition of **Insured** paragraph 7 is deleted and replaced with the following:
 7. any natural person or entity for whom an **Organization** is required by written contract or agreement to provide insurance coverage under this Coverage Section (hereinafter “**Additional Insured**”), but only with respect to **Claims**:
 - a. arising out of any **Cyber Incident, Technology Incident, and Media Incident** committed after the **Organization** and the **Additional Insured** entered into such written contract or agreement;
 - b. for any **Cyber Incident, Technology Incident, and Media Incident** committed by, on behalf of, or at the direction of the **Organization**; and
 - c. subject to the lesser of the limits of insurance required by such written contract or agreement between the **Organization** and the **Additional Insured**, or the applicable Limits of Insurance of this Coverage Section.

However, no natural person or entity shall be an **Additional Insured** with respect to any **Claim** arising solely out of such natural person’s or entity’s independent act, error, or omission. In the event of a disagreement between the **Named Insured** and the natural person or entity as to whether the **Claim** arises solely out of such natural person’s or entity’s independent act, error, or omission, it is agreed that the **Insurer** shall abide by the determination of the **Named Insured** on this issue, and such determination shall be made by the **Named Insured** within 20 days of the notification to the **Insurer** of the applicable **Claim**.

2. Section XIII, Other Insurance, of the General Terms and Conditions is amended by deleting the term “**Technology Incident**” where it appears and replacing it with the term “**Incident**”.

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

SPECIFIED INCIDENT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is agreed that in Section III, Exclusions, Subsection A, Exclusions Applicable To All Insuring Agreements of the Cyber Coverage Section, is amended by adding the following:

- Specified Incident

alleging, based upon, arising out of, or attributable to the following, or any **Cyber Incident**, **Media Incident**, and **Technology Incident**, fact, circumstance, or situation underlying or alleged therein, or any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in the following, would constitute **Interrelated Incidents**:

CFC - Policy #ESN0139995734 - Claim #C001ESN0139995734

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

MUSICAL WORK OR COMPOSITION EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is agreed that the Cyber Coverage Section is amended as follows:

1. In Section II, Definitions, the definition of **Media Content**, is deleted and replaced with the following:

Media Content means any data, text, sounds, images, graphics, photographs, or advertisements, and shall include video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms designed for the specific purpose of attracting the general public or a specific market segment to use the goods, products, or services of an **Organization**. **Media Content** shall not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such **Media Content**. Further, **Media Content** shall not include content created or posted for any third party, including content created or posted for any third party in the performance of professional services.

2. In Section III, Exclusions, subsection B, Exclusions Applicable To Specific Insuring Agreements, is amended by adding the following exclusion:

- Musical Work or Composition

notwithstanding anything to the contrary in Section III, Exclusions, subsection A, Exclusions Applicable To All Insuring Agreements, Exclusion 13, Intellectual Property, and solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to an **Insured's** actual or alleged dissemination or use of any musical work or composition on the Internet, including any website or social media site of the **Insured**.

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

EXTORTION THREAT ENHANCEMENT FOR PROTECTED INFORMATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is agreed that in Section II, Definitions, of the Cyber Coverage Section, the definition of **Network Extortion Threat**, paragraph 1, is deleted and replaced with the following:

1. release, divulge, disseminate, destroy, or use:
 - a. **Protected Information**, in any format, irrespective of how such **Protected Information** was taken without authorization from an **Insured**; or
 - b. confidential corporate information of an **Organization**, as a result of the unauthorized access to or unauthorized use of an **Insured's Computer System** or **Shared Computer System**;

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

EDUCATIONAL INSTITUTIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged it is agreed that the Cyber Coverage Section is amended as follows:

1. In Section II, Definitions of the General Terms and Conditions, **Named Insured** is deleted and replaced with the following:
 - **Named Insured** means Educational Institution.
2. In Section II, Definitions of the Cyber Coverage Section, the following definitions are added:
 - **Educational Executive** means an **Executive** of the **Educational Institution** or a **Subsidiary**.
 - **Educational Institution** means the institution of learning named in Item 1 of the Declarations.
 - **Employee** means any natural person whose services or labor is engaged and directed by, and who is acting solely within the scope of his or her employment with, the **Educational Institution**, including any:
 1. principal, assistant principal, chancellor, provost, dean, personnel director, risk manager, university counsel, administrator, chaplain, guidance counselor, faculty member, student teacher, teaching assistant, faculty aid, or any other full-time, part-time, seasonal, leased or temporary employee or volunteer; provided, however, that with respect to any volunteer, such person shall be considered an **"Employee"** solely in the event that at the time of the **Cyber Incident, Technology Incident, or Media Incident** he, she, or they: (i) had already been provided with the **Educational Institution's** policies and procedures regarding the protection of **Protected Information**; (ii) was in full compliance with such policies and procedures; and (3) there are no allegations that he, she, or they was not in full compliance with any such policies and procedures with respect to such **Cyber Incident, Technology Incident, or Media Incident**;
 2. student of the **Educational Institution** while serving in a supervised internship program in satisfaction of course requirements; or
 3. independent contractors who are natural persons, but only with respect to:
 - a. services performed by the independent contractor on behalf of the **Educational Institution** or **Subsidiary** thereof, and
 - b. those independent contractors whom the **Educational Institution** is required to indemnify based upon written contract or indemnity agreement which was executed by both the **Educational Institution** or **Subsidiary** and the independent contractor prior to the **Incident** for which indemnity is being sought.
 - **Executive** means any natural person who was, now is or shall become a duly elected or appointed director, officer, trustee, manager, in-house general counsel, governor, duly constituted committee member (or the functional equivalent of such positions).
 - **Insured Educators** means:
 1. all persons who were, now are or shall be an **Educational Executive**;

2. all persons who were, now are or shall be lawfully elected or appointed members of the board of education or board of regents of the **Educational Institution**;
3. **Employees of the Educational Institution**;
4. student teachers and volunteers while acting solely for or on behalf of, and at the written request and under the direction of, the **Educational Institution**; provided however that with respect to any volunteer, such person shall be considered an **"Employee"** solely in the event that at the time of the **Incident**, he, she, or they: (i) had already been provided with the **Educational Institution's** policies and procedures regarding the protection of **Protected Information**; (ii) was in full compliance with such policies and procedures; and (3) there are no allegations that he or she was not in full compliance with any such policies and procedures with respect to such **Cyber Incident, Technology Incident, or Media Incident**;
5. commissions, boards, or other units, and members and **Employees** thereof, operated by and under the jurisdiction of such **Educational Institution** and within an apportionment of the total operating budget indicated in the application for this **Policy** and Coverage Section;
6. elected or duly appointed **Educational Executives** and **Employees** of the **Educational Institution** while acting at the written request of the **Educational Institution** in their capacity as a duly appointed official of a governmentally-recognized outside tax exempt entity; or
7. elected or duly appointed **Educational Executives** and **Employees** of the **Educational Institution** while acting at the written request of the **Educational Institution** and in their capacity as a director or officer of a **Not-for-Profit Entity** for their involvement in any **Cyber Incident, Technology Incident, or Media Incident** in their respective capacities as a director or officer of such **Not-for-Profit Entity**, provided that:
 - a. the appointment of the elected or duly appointed official or **Employee** to such **Not-for-Profit Entity** is based solely upon the person's being an elected or duly appointed **Educational Executive** or **Employee** of the **Educational Institution**; and
 - b. such elected or duly appointed **Educational Executive** or **Employee** is directed in writing by the **Educational Institution** to serve as a director or officer of such **Not-for-Profit Entity** prior to beginning such service.

Coverage afforded under this **Policy** and Coverage Section to the above **Insured Educators** applies only to the extent such persons are acting solely in their capacities as legally authorized representatives, and solely within the scope, of their employment with or representation of the **Educational Institution**.

- **Not-for-Profit Entity** means a non-profit corporation, community chest, fund, foundation or other entity that is not included in the definition of **Educational Institution** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
3. **Insured** is deleted and replaced with the following:
 - **Insured** means the **Educational Institution, Subsidiaries** and any **Insured Educators**.
 4. **Control Group Member** is deleted and replaced with the following:
 - **Control Group Member** means, as applicable, any superintendent, school board member, principal or assistant principal of an **Insured**, or **Educational Executive**.
 5. **Notice Group Member** is deleted and replaced with the following:
 - **Notice Group Member** means, as applicable, any superintendent, school board member, principal or assistant principal of an **Insured**, or **Educational Executive**.

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

POLICYHOLDER NOTICE CYBER SERVICES FOR INCIDENT RESPONSE

This Policyholder Notice shall be construed as part of your **Policy**, with respect to the Cyber Coverage Section, but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your **Policy**. While no coverage is provided by this Policyholder Notice, bolded terms in this Policyholder Notice shall have the meaning set forth in 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 access to cyber services for incident response.

Cyber Incident Response Team

The **Cyber Incident Response Team** is a list of approved service providers available to provide the services set forth in the definition of **Cyber Incident Response Expenses** in your **Policy**. The list of approved service providers is available on the Chubb website. These providers have been carefully selected by Chubb and are reviewed on a periodic basis. The service providers have capabilities in various disciplines for a **Cyber Incident** response that include, but are not limited to, the following:

1. Computer Forensics
2. Public Relations
3. Notification and Identity Services
4. Call Center Services
5. Cyber Extortion and Ransom Services
6. Legal and Regulatory Communications
7. Business Interruption Services

In the event of a **Cyber Incident**, a copy of the **Cyber Incident Response Team** list can also be obtained from any **Cyber Incident Response Coach**. In the event of a **Cyber Incident**, contact the **Cyber Incident Response Coach** as indicated on the Declarations Page and referenced throughout the **Policy**.

Please note the following:

1. Should you experience a cyber related incident, you may choose to call the **Cyber Incident Response Team** Hotline listed in your **Policy** for immediate triage assistance. Please be aware that the hotline service is provided by a third-party law firm. If you engage this service, it is billable to you at the standard rate per hour outlined in the Chubb **Cyber Incident Response Team** Panel Guidelines. Calling the hotline does NOT satisfy the claim notification requirements of your **Policy**.
2. Chubb shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. It is understood that **Cyber Incident Response Team** service providers are independent contractors, and are not agents of Chubb. The policyholder agrees that Chubb assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. Chubb shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. Any rights and obligations with respect to such agreement, including but limited to billings, fees and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and the policyholder, and not Chubb.
3. Chubb has no obligation to provide any of the legal, computer forensics, public relations, notification and identity services, call center services, cyber extortion and ransom, legal and regulatory communications, and business interruption advice and services provided by the **Cyber Incident Response Team**.

4. The policyholder is under no obligation to contract for services with **Cyber Incident Response Team** service providers, except as may be amended by the **Policy**.
5. Solely with respect to the services provided by the **Cyber Incident Response Team**:
 - a. Failure to comply with any one or more of the requirements of the **Cyber Incident Response Team** will preclude coverage under the applicable limit(s).
 - b. Chubb may, at its sole discretion and only as evidenced by Chubb's prior written approval, on or before the effective date of the **Policy**, permit the policyholder to retain alternative service providers to provide services comparable to the services and rates offered by the **Cyber Incident Response Team**.
 - c. If, during the **Policy Period**, either (i) any of the **Cyber Incident Response Team** service providers is unable to or does not provide the services covered and as defined in the definition of **Cyber Incident Response Expenses** or (ii) there is a change of law or regulation that prevents service providers selected exclusively from the **Cyber Incident Response Team** from providing the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services sought by the policyholder, Chubb may, at its sole discretion and only as evidenced by Chubb's prior written approval, permit the policyholder to retain alternative service providers to provide services comparable to the services offered by the **Cyber Incident Response Team**.
 - d. The maximum rate Chubb will pay for **Cyber Incident Response Expenses** shall be no more than the rates outlined in the 'Chubb **Cyber Incident Response Team** Panel Guidelines' for such services.

BIOMETRIC PRIVACY SUBLIMIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged it is agreed that the Cyber Coverage Section is amended as follows:

1. Section II, Definitions, is amended to include the following term:

Biometric Information means any personally-identifiable biological indicators, including:

1. physical indicators such as retina, iris, fingerprint, facial, dental, or blood vessel geometry;
 2. chemical indicators such as DNA, RNA, or the chemical composition of bodily substances; or
 3. behavioral indicators such as signature, voice, or keystroke analysis.
2. Section III, Exclusions, subsection B, Exclusions Applicable To Specific Insuring Agreements, is amended to include the following exclusion:

- Biometric Privacy

solely with respect to Insuring Agreements A-E, alleging, based upon, arising out of, or attributable to:

- a. the collection, retaining, or use of any **Biometric Information**, without first:
 1. obtaining the consent of the person whose **Biometric Information** is at issue; and
 2. disclosing the purpose for the collection, retention, or use thereof to the person whose **Biometric Information** is at issue; or
- b. the disclosure (including the sale, lease, or trade) of any **Biometric Information**, other than as expressly requested in writing by the person whose **Biometric Information** is at issue.

However, this exclusion shall not apply to the collection, retention, use or disclosure of **Biometric Information**, as required by law; provided further that, subject to a limit of insurance of \$1,000,000, in the aggregate, this exclusion shall not apply to **Costs, Damages, or Claims Expenses**, including each such **Claim** alleging **Interrelated Incidents**. This sublimit is part of, and not in addition to: (i) the otherwise applicable limits of liability set forth in Item 4 of the Declarations including the Maximum Coverage Section Limit of Liability; and (ii) the Maximum Policy Limit of Liability set forth in Item 3 of the Declarations, and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**.

3. Section III, Exclusions, subsection B, Exclusions Applicable To Specific Agreements, is amended to include the following exclusion:

Solely with respect to Insuring Agreements T, alleging, based upon, arising out of, or attributable to:

- a. the collection, retaining, or use of any **Biometric Information**, without first:
 1. obtaining the consent of the person whose **Biometric Information** is at issue; and
 2. disclosing the purpose for the collection, retention, or use thereof to the person whose **Biometric Information** is at issue; or

- b. the disclosure (including the sale, lease, or trade) of any **Biometric Information**, other than as expressly requested in writing by the person whose **Biometric Information** is at issue; or
- c. **Technology Products, Technology Services** that involve in any capacity **Biometric Information**.

This exclusion shall not apply to the **Biometric Information** of the **Organization's** employees.

However, only with respect to paragraphs a and b above, this exclusion shall not apply to the collection, retention, use or disclosure of **Biometric Information**, as required by law; provided further that, this exclusion shall not apply to **Costs, Damages, or Claims Expenses**, including each such **Claim** alleging **Interrelated Incidents** for all **Incidents or Claims for Biometric Information** ("**Biometric Information Sublimit**"). This **Biometric Information** sublimit is part of, and not in addition to: (i) the otherwise applicable limits of liability set forth in Item 4 of the Declarations for the Cyber Coverage Section; and (ii) the Maximum Policy Limit of Liability set forth in Item 3. of the Declarations, and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**.

- 4. Section V, Retention and Coinsurance, is amended by adding the following:
 - Solely with respect to that portion of any **Claim** which is covered pursuant to the proviso of the applicable Biometric Privacy Exclusion, the retention shall be \$1,000,000. Item 4 of the Declarations for the Cyber Coverage Section is deemed amended to effect the purpose of this paragraph.

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

RANSOMWARE ENCOUNTER SUBLIMIT, RETENTION, AND COINSURANCE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged it is agreed that the Cyber Coverage Section is amended as follows:

1. The Cyber Coverage Section portion of Item 4 of the Declarations is amended by adding the following:

Ransomware Encounter Sublimit \$1,000,000 Each **Cyber Incident** and in the Aggregate for all **Cyber Incidents**

Ransomware Encounter Retention \$10,000 Each **Cyber Incident**

Ransomware Encounter Coinsurance Percentage: 0%

2. Section II, Definitions, is amended by adding the following:

- **Ransomware Encounter** means a **Cyber Incident** involving malicious software which is designed to block access to a **Computer System** or **Digital Data**, or alter, corrupt, damage, manipulate, misappropriate, encrypt, delete, or destroy **Digital Data**, in order to extort a ransom payment from the **Insured** in exchange for restoring access to or decrypting such **Computer System** or **Digital Data**.

Further, **Ransomware Encounter** shall also include any credible threat, or series of credible threats, to release, divulge, disseminate, or use **Protected Information**, or confidential corporate information of an **Insured**, that has been exfiltrated as part of an event described in the paragraph immediately above.

3. Section IV, Limits of Liability, is amended by adding the following:

- RANSOMWARE ENCOUNTER SUBLIMIT

Notwithstanding anything in this **Policy** to the contrary, solely with respect to Insuring Agreements A-E, the **Insurer's** maximum limit of insurance for all **Costs, Damages, and Claims Expenses** incurred in response to a **Cyber Incident** arising out of a **Ransomware Encounter** shall be the **Ransomware Encounter** Sublimit shown in the Cyber Coverage Section portion of Item 4 of the Declarations, as amended by this endorsement.

The **Ransomware Encounter** Sublimit shall be part of and not in addition to: 1. the applicable limits of liability shown in Items 4A-E of the Cyber Coverage Section portion of the Declarations; 2. the Coverage Section Maximum Limit of Liability set forth in the Cyber Coverage Section portion of Item 4 of the Declarations; and 3. the Maximum Policy Limit of Liability set forth in Item 3 of the Declarations.

4. Section V, Retention and Coinsurance, is amended by adding the following:

- **RANSOMWARE ENCOUNTER RETENTION**

Notwithstanding anything in this **Policy** to the contrary, solely with respect to a **Cyber Incident** covered under Insuring Agreements A-E that arises out of a **Ransomware Encounter**, the liability of the **Insurer** shall apply only to that part of **Costs, Damages, and Claims Expenses** which is in excess of the **Ransomware Encounter** Retention amount shown in the Cyber Coverage Section portion of Item 4 of the Declarations, as amended by this endorsement. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds**.

- **RANSOMWARE ENCOUNTER COINSURANCE**

Notwithstanding anything in this **Policy** to the contrary, solely with respect to a **Cyber Incident** covered under Insuring Agreements A-E that arises out of a **Ransomware Encounter**, and after satisfaction of any applicable Retention amount, the **Insureds** shall bear uninsured and at their own risk the percentage of all **Costs, Damages, and Claims Expenses** set forth in the **Ransomware Encounter** Coinsurance shown in the Cyber Coverage Section portion of Item 4 of the Declarations, as amended by this endorsement, and applied to Insuring Agreements A-E, combined. Payments of any **Costs, Damages, and Claims Expenses** by an **Insured** under the **Ransomware Encounter** Coinsurance percentage shall not reduce the Limits of Liability applicable to Insuring Agreements A-E, including the **Ransomware Encounter** Sublimit, the Maximum Policy Limit of Liability, or the Maximum Coverage Section Limit of Liability. Only the portion of any such **Costs, Damages, and Claims Expenses** paid by the **Insurer** shall reduce the foregoing limits of liability.

5. Section VIII, Notice, of the General Terms and Conditions is amended by adding the following subsection:

- Notwithstanding anything in this **Policy** to the contrary, a **Ransomware Encounter** shall also be reported to law enforcement by or on behalf of an **Insured**.

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

CONTINGENT BUSINESS INTERRUPTION LOSS AND EXTRA EXPENSES – BLANKET SUPPLY CHAIN RISKS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged it is agreed that Section II, Definitions of the Cyber Coverage Section is amended as follows:

1. The definition of **Interruption in Service** is deleted and replaced with the following:

Interruption in Service means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
2. with respect to Insuring Agreement B2:
 - a. a **Shared Computer System**; or
 - b. a **Computer System** of a **Supplier**;

caused by a **Malicious Computer Act**, **Non-Malicious Computer Act** or **Preventative Shutdown**.

2. Solely with respect to coverage afforded under paragraph 2.b. of the **Interruption in Service** definition, as amended by this endorsement, paragraph 2 of the definition of **Contingent Business Interruption Loss** is deleted and replaced with the following:

2. the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** of a **Computer System** of a **Supplier** occurred.

3. The following definitions are added:

- **Dependencies** means any product or service that is provided directly by a **Supplier** to an **Organization**. However, **Dependencies** shall not mean any electricity, gas, fuel, steam, water, refrigeration, or outgoing sewerage services or products provided to the **Organization**.
- **Supplier** means any entity that provides **Dependencies** directly to an **Organization** pursuant to a written contract entered into between such entity and **Organization**. However, **Supplier** shall not mean any entity that provides electricity, gas, fuel, steam, water, refrigeration, or outgoing sewerage services or products to the **Organization**.

4. Solely with respect to coverage afforded under paragraph 2.b. of the **Interruption in Service** definition, as amended by this endorsement, the definition of **Period of Restoration** is deleted and replaced with the following:

Period of Restoration means the continuous period of time that:

1. begins with the earliest date when an interruption of the **Dependencies** from a **Supplier** occurs as a result of an **Interruption in Service** of the **Supplier's Computer System**; and

2. ends on the date when such **Dependencies** are or could have been repaired, restored, replaced, or substituted, as applicable, with reasonable speed to the same functionality and level of service that existed prior to the **Interruption in Service** of such **Supplier's Computer System**. Notwithstanding anything to the contrary in the **Policy**, in no event shall the **Period of Restoration** exceed thirty (30) days.

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

CYBER INCIDENT RESPONSE (SIDE CAR)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is agreed that the **Policy** is amended as follows:

1. Section III, Limits of Liability, Subsection 1 of the General Terms and Conditions is deleted and replaced with the following:

The **Insurer's** maximum aggregate liability for each Coverage Section shall be the applicable Coverage Section Aggregate Limit of Liability set forth in Item 4 of the Declarations: (a) subject to any Sublimits; and (b) excess of any applicable Retention; provided, that this paragraph shall not apply to Insuring Agreement A of the Cyber Coverage Section.

2. In Section IV Limits of Liability of the Cyber Coverage Section Subsection B, Aggregate Limit for all Incidents or Claims Under Any One Insuring Agreement is deleted in its entirety.

Except as set forth in the paragraph immediately below the **Insurer's** maximum limit of liability for each **Cyber Incident, Media Incident, or Technology Incident or Claim** and all **Cyber Incidents, Media Incidents, Technology Incidents, or Claims** in the aggregate under any one Insuring Agreement shall be the applicable Limit of Liability shown in the Cyber Coverage Section portion of Item 4 of the Declarations, which shall be part of, and not in addition to, the Maximum Aggregate Limit of Liability for this Coverage Section.

With respect to Insuring Agreement A only, the **Insurer's** maximum limit of liability for all **Cyber Incidents** under Insuring Agreement A shall be equal to the Cyber Coverage Section Maximum Coverage Section Limit of Liability set forth in Item 4 of the Declarations. This limit which shall be in addition to, and not part of, the Maximum Policy Limit of Liability shown in Item 3 of the Declarations and the Maximum Coverage Section Limit of Liability.

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

CYBER INCIDENT RESPONSE COACH RETENTION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged it is agreed that in row A.1 of the Cyber Coverage Section portion of the Declarations the Retention cell is amended to add the following:

Except **Cyber Incident Response Coach**: \$0

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

CYBER CRIME ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged it is agreed that the Cyber Coverage Section is amended as follows:

1. Item 4. of the Declarations is amended to include the following:

Cyber Crime Insuring Agreements	<u>Each Loss Limit of Liability</u>	<u>Aggregate Limit of Liability</u>	<u>Each Loss Retention</u>
Funds Transfer Fraud Limit of Liability	\$ 500,000	\$ 500,000	\$ 10,000
Computer Fraud Limit of Liability	\$ 500,000	\$ 500,000	\$ 10,000
Social Engineering Fraud Limit of Liability	\$ 500,000	\$ 500,000	\$ 10,000

2. Section I, Insuring Agreements, of the Cyber Coverage Section is amended by adding the following to the end thereof:

CYBER CRIME INSURING AGREEMENTS

Funds Transfer Fraud

The **Insurer** will pay for loss of **Money** or **Securities** sustained by an **Insured** resulting directly from **Funds Transfer Fraud** committed by a third party which is **Discovered** during the **Policy Period**.

Computer Fraud

The **Insurer** will pay the **Insured** for loss of **Money**, **Securities**, or **Property** sustained by an **Insured** resulting directly from **Computer Fraud** committed by a third party which is **Discovered** during the **Policy Period**.

Social Engineering Fraud

The **Insurer** shall pay the **Insured** for loss of **Money** or **Securities** sustained by an **Insured** resulting directly from **Social Engineering Fraud** committed by a person purporting to be a **Vendor**, **Client**, or an **Employee** who was authorized by the **Insured** to instruct other **Employees** to transfer **Money** or **Securities** which is **Discovered** during the **Policy Period**.

Hereinafter, the above Insuring Agreements shall be collectively referred to as the "Cyber Crime Insuring Agreements".

3. Section II, Definitions, of the Cyber Coverage Section is amended to include the following:
 - **Client** means a customer of an **Organization** to whom such **Organization** provides goods or services under written contract or for a fee.
 - **Computer Fraud** means the unlawful taking of **Money**, **Securities**, or **Property** resulting from a **Computer Violation**.
 - **Computer Violation** means the unauthorized entry into, or transmission of corrupting or harmful software code into, the **Insured's Computer System** which is directed against an **Insured**.

- **Cryptocurrency** means a digital or electronic medium of exchange, operating independently of a central bank, in which encryption techniques are used to regulate the generation of units and to verify the transfer of such units.
 - **Discovery or Discovered** means knowledge acquired by a **Control Group Member** of an **Insured** which would cause a reasonable person to believe a covered loss has occurred or an occurrence has arisen that may subsequently result in a covered loss. This includes loss:
 1. sustained prior to the inception date of any coverage under this endorsement;
 2. which does not exceed the Retention set forth in in Item 4. of the Declarations; or
 3. the exact amount or details of which are unknown.
 - **Employee** means any natural person in the regular service of an **Insured** in the ordinary course of such **Insured's** business, whom such **Insured** governs and directs in the performance of such service, including a part-time, seasonal, leased and temporary employee, intern, or volunteer. Any natural person that otherwise meets the foregoing definition shall be considered an **Employee** even if such person's title is that of partner, principal, director, officer, or if such person is a **Control Group Member**.
 - **Funds Transfer Fraud** means fraudulent electronic, telegraphic, cable, teletype, facsimile, telephone, or written instructions (other than forgery), purportedly issued by an **Insured**, and issued to a financial institution directing such institution to transfer, pay, or deliver **Money** or **Securities** from any account maintained by such **Insured** at such institution, without such **Insured's** knowledge or consent.
 - **Money** means currency, coin, bank notes, and bullion. However, **Money** does not mean **Securities** or any **Cryptocurrency**.
 - **Property** means any tangible property other than **Money** and **Securities**. **Property** does not include **Digital Data**.
 - **Securities** means negotiable and nonnegotiable instruments or contracts representing either **Money** or property including revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use, casino chips, tokens, and tickets, provided that **Securities** does not include **Money** or any **Cryptocurrency**.
 - **Social Engineering Fraud** means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it be genuine which results in the transferring, payment, or delivery of **Money** or **Securities**.
 - **Vendor** means any entity or natural person that has provided goods or services to an **Insured** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity.
4. Solely with respect to the coverage provided by this endorsement, the definition of **Insured** set forth in Section II, Definitions, of the Cyber Coverage Section is deleted and replaced with the following:
- Insured** means the **Named Insured** and its **Subsidiaries**.
5. Solely with respect to the coverage provided by this endorsement, Section III, Exclusions, of the Cyber Coverage Section is deleted and replaced with the following:
- A. No coverage will be available for:
1. loss due to kidnap, ransom, or any other extortion payment surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to any property;

2. loss involving:
 - a. the disclosure of an **Insured's** or another entity or person's confidential or personal information while in the care, custody, or control of an **Insured**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any similar type of non-public information;
 - b. loss involving the use of another entity or person's confidential or personal information while in the care, custody, or control of an **Insured**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any similar type of non-public information; or
 - c. fees, costs, fines, penalties, or any other expenses incurred by an **Insured** which result, directly or indirectly, from the access to or disclosure of another entity or person's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any similar type of nonpublic information,

provided that this Exclusion 2. a. and b. shall not apply to loss that is otherwise covered under any Cyber Crime Insuring Agreement;

3. loss or damage due to declared or undeclared war, civil war, insurrection, rebellion, revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization, or any act or condition incident to any of the foregoing;
 4. loss or damage due to nuclear reaction, nuclear radiation, or radioactive contamination, or any act or condition incident to any of the foregoing;
 5. loss of income not realized as the result of a covered loss;
 6. indirect or consequential loss of any kind;
 7. fees, costs, or expenses incurred or paid in defending or prosecuting any legal proceeding or claim;
 8. loss sustained by one **Insured** to the advantage of any other **Insured**;
 9. loss or damage due to **Computer Fraud** or **Funds Transfer Fraud** or other fraudulent, dishonest, or criminal act committed by any authorized representative of an **Insured**, whether acting alone or in collusion with others.
- B. With respect to the Funds Transfer Fraud and Computer Fraud Insuring Agreements, no coverage will be available for loss resulting from any transfer, payment, or delivery of **Money**, **Securities**, or **Property** approved by an **Employee**, or arising out of any misrepresentation received by any **Employee**, agent, independent contractor, or other representative of the **Insured**, whether such transfer, payment, or delivery was made in good faith or as a result of trick, artifice, fraud, or false pretenses.
- C. With respect to the Social Engineering Fraud Insuring Agreement, the **Insurer** shall not be liable for:
1. loss or damage to **Money** or **Securities** as a result of **Computer Fraud** or **Funds Transfer Fraud**;
 2. loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 3. loss due to the failure of any party to perform, in whole or in part, under any contract;
 4. loss due to the extension of any loan, credit, or similar promise to pay;

5. loss due to any party's use of or acceptance of any credit card, debit card, or similar instrument, whether or not genuine;
 6. loss due to any person purporting to be a representative of any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity;
 7. loss of **Money** or **Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company;
 8. loss due to the failure, malfunction, inadequacy, or illegitimacy of any product or service;
 9. loss of or damage to any **Property**;
 10. loss due to any gambling, game of chance, lottery, or similar game;
- D. In addition to the amended Section III, Exclusions of the Cyber Coverage Section no coverage will be available for:
1. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement as to such **Insured**;
 2. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement;
 3. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement in its entirety,

provided that in no event will coverage be available under this coverage for such loss if such loss is covered under any renewal or replacement of this coverage or any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement.

6. Solely with respect to the coverage provided by this endorsement, Section VI, Extended Reporting Period, of the General Terms and Conditions, is deleted.
7. Solely with respect to the coverage provided by this endorsement, Section IV, Limits of Liability, is deleted and replaced with the following:

The **Insurer** will pay for loss sustained by an **Insured** at any time and **Discovered** during the **Policy Period**.

The **Insurer's** maximum liability for each loss shall not exceed the Limit of Liability applicable to such loss, as set forth in Item 4 of the Declarations for this **Policy**, as amended by this endorsement, regardless of the number of **Insureds** sustaining such loss.

The **Insurer's** maximum liability shall not exceed the Limit of Liability:

1. Applicable to the Funds Transfer Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty, or event, any series of related acts, casualties, or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty, or event or series of acts, casualties, or events was committed or occurred before or during the **Policy Period**.

2. Applicable to the Computer Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty, or event, any series of related acts, casualties, or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty, or event or series of acts, casualties, or events was committed or occurred before or during the **Policy Period**.
3. Applicable to the Social Engineering Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty, or event, any series of related acts, casualties, or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty, or event or series of acts, casualties, or events was committed or occurred before or during the **Policy Period**.

If a loss is covered under more than one Cyber Crime Insuring Agreement, the maximum amount payable under this **Policy** shall not exceed the largest applicable Limit of Liability of any such Cyber Crime Insuring Agreement.

The **Insurer's** total cumulative liability for all loss **Discovered** during the **Policy Period** shall not exceed the applicable Cyber Crime Aggregate Limit of Liability as set forth in Item 4. of the Declarations. Such amount shall be part of and not in addition to the Maximum Policy Aggregate Limit of Liability as stated in Item 3. of the Declarations. Each payment made under the terms of this endorsement shall reduce the unpaid portion of the applicable Cyber Crime Aggregate Limit of Liability and the Maximum Policy Aggregate Limit of Liability until they are exhausted.

On exhausting the applicable Cyber Crime Aggregate Limit of Liability by such payments the **Insurer** shall have no further liability for loss or losses regardless of when **Discovered** and whether or not previously reported to the **Insurer**; and the unpaid portion of the applicable Cyber Crime Aggregate Limit of Liability and Maximum Policy Aggregate Limit of Liability shall not be increased or reinstated by any recovery made and applied in accordance with Section XVI. Recoveries (as amended in paragraph 17 of this endorsement). In the event that a loss of **Securities** is settled by indemnity in lieu of payment, then such loss shall not reduce the unpaid portion of the applicable Cyber Crime Aggregate Limit of Liability or Maximum Policy Limit of Liability.

8. Solely with respect to the coverage provided by this endorsement, Section V, Retention and Coinsurance, of the Cyber Coverage Section is deleted and replaced with the following:
 - A. The **Insurer's** liability under this **Policy** shall apply only to that part of each loss which is in excess of the applicable Retention set forth in Item 4 of the Declarations for this **Policy**.
 - B. If an **Insured** receives payment under another policy or bond, after applying a deductible or retention, for loss also covered hereunder, then the applicable Retention set forth in Item 4 of the Declarations as amended by this endorsement shall be reduced by the deductible or retention previously applied to such loss.

Notwithstanding the foregoing, if an **Insured** receives payment under another policy or bond, including but not limited to the **Other Crime Policy**, as set forth in paragraph 13., amended Section XIII., Other Insurance, of this endorsement, after applying a deductible or retention, for loss also covered hereunder, then the Retention set forth in Item 4 of the Declarations shall be reduced, up to the amount of such Retention, by the sum of:

1. the deductible or retention amount previously applied to such loss, and
2. any amount paid with respect to such loss under such other policy or bond.

9. Solely with respect to the coverage provided by this endorsement, Section VIII, Notice, of the General Terms and Conditions is deleted and replaced with the following:

VIII. NOTICE AND PROOF OF LOSS

- A. Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.
- B. It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Named Insured** will:
1. give written notice to the **Insurer** as soon as practicable but in no event later than 90 days after such **Discovery**;
 2. furnish affirmative proof of loss with full particulars to the **Insurer** as soon as practicable but in no event later than 180 days after such **Discovery**;
 3. submit to examination under oath at the **Insurer's** request;
 4. produce all pertinent records at such reasonable times and places as the **Insurer** shall designate; and
 5. provide full cooperation with the **Insurer** in all matters pertaining to a loss or claim.
- C. The **Insured** may offer a comparison between an **Insured's** inventory records and actual physical count of its inventory to prove the amount of loss only where an **Insured** establishes wholly apart from such comparison that it has sustained a covered loss caused by a third party.

10. Solely with respect to the coverage provided by this endorsement, Section X, Defense and Settlement, of the General Terms and Conditions is deleted in its entirety.

11. Solely with respect to the coverage provided by this endorsement, Section VIII, Duties In The Event Of A Cyber Incident, in the Cyber Coverage Section is deleted.

12. Solely with respect to the coverage provided by this endorsement, Section XII, Allocation, of the General Terms and Conditions is deleted.

13. Solely with respect to the coverage provided by this endorsement, Section XIII, Other Insurance, of the General Terms and Conditions is deleted and replacing with the following:

If an **Insured** or any other party at interest in any loss covered by this **Policy** has any crime insurance, bond, indemnity, or similar insurance (the "**Other Crime Policy**"), which would cover such loss in whole or in part in the absence of this **Policy**, then this **Policy** shall be null and void to the extent of the amount recoverable or received under the **Other Crime Policy**; but this **Policy** shall cover such loss, subject to its exclusions, conditions, and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under the **Other Crime Policy**.

Nothing in this endorsement is meant nor shall it be construed to obligate the **Insurer** to comply with the terms and conditions of any other insurance policy or bond, including but not limited to the **Other Crime Policy**.

14. Section VII, Material Changes In Exposure, of the General Terms and Conditions is deleted and replaced with the following:

A. ACQUISITION OR CREATION OF ANOTHER ORGANIZATION

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or

2. acquires any organization by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy** and Coverage Section, such organization shall be covered under this **Policy** but only with respect to loss resulting directly from **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** sustained after such acquisition or creation, unless the **Insurer** agrees to provide coverage by endorsement for **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** which took place prior to such acquisition or creation.

B. ACQUISITION OF THE NAMED INSURED

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity, or affiliated group of persons or entities of the right to elect, appoint, or designate at least 50% of the directors of the **Named Insured**;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to loss resulting directly from **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** sustained before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to loss resulting directly from **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** sustained after such event. This **Policy** may be cancelled by the **Named Insured** on or after the effective time of the event, and the **Insurer** shall refund the unearned premium computed *pro rata*, calculated as of the date on which the **Insurer** receives a communication from the **Insured** requesting cancellation of this **Policy**. The **Insurer** will be under no obligation to accept requests to retroactively cancel this **Policy**.

C. Termination of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to loss resulting directly from **Computer Fraud**, **Funds Transfer Fraud**, or **Social Engineering Fraud** sustained prior to the date such organization ceased to be a **Subsidiary**.

15. Solely with respect to the coverage provided by this endorsement, Section XVIII, Representations, of the General Terms and Conditions is deleted and replaced with the following:

XVIII. CONCEALMENT, MISREPRESENTATION OR FRAUD

This **Policy** is void in any case of fraud by the **Insured** as it relates to this **Policy** at any time. It is also void if any **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

1. this **Policy**;
2. the property covered under this **Policy**;
3. the **Insured's** interest in the property covered under this **Policy**; or
4. a claim under this **Policy**.

16. Solely with respect to the coverage provided by this endorsement, Section XIX, Territory And Valuation, of the General Terms and Conditions is deleted and replaced with the following:

The **Insurer** shall pay:

1. the actual market value of lost, damaged, or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**; or the cost of replacing **Securities**, whichever is less, plus the cost to post a Lost Instrument Bond;
2. the cost of blank books, pages, or tapes or other blank materials to replace lost or damaged books of account or other records;
3. the least of:
 - a. the actual cash value of the **Property**; or
 - b. the cost to repair or replace **Property**, other than precious metals, with that of similar quality and value, at the time the **Insured** complies with Section VIII, Notice and Proof of Loss, as set forth Section 9 of this endorsement, regarding the furnishing of proof of loss;
4. the United States of America dollar value of foreign currency based on the rate of exchange published in The Wall Street Journal on the day loss involving foreign currency is **Discovered**; or
5. the United States of America dollar value of any precious metals based on the rate of exchange published in The Wall Street Journal Cash Prices, Precious Metals, on the day loss involving foreign currency is **Discovered**.

17. Solely with respect to the coverage afforded by this endorsement, Section XVI, Subrogation, of the General Terms and Conditions is deleted and replaced with the following:

XVI. RECOVERIES

Recoveries for any loss under this coverage, whether effected by the **Insurer** or by an **Insured**, less the cost of recovery, shall be distributed as follows:

1. first, to an **Insured** for the amount of such loss, otherwise covered, in excess of the applicable Limits of Insurance;
2. second, to the **Insurer** for the amount of such loss paid to an **Insured** as covered loss;
3. third, to an **Insured** for the Retention applicable to such loss;
4. fourth, to an **Insured** for the amount of such loss not covered under this endorsement.

Recovery from reinsurance or indemnity of the **Insurer** shall not be deemed a recovery hereunder.

18. Solely with respect to the coverage afforded by this endorsement, Section XVII, Authorization, of the General Terms and Conditions is amended by adding the following after the term "**Claim**" and before "**Covered Subpoena**" in the second line of the first sentence:

,the notice of a loss pursuant to the Cyber Crime Insuring Agreements,

19. The following Sections are added to the Cyber Coverage Section with respect to the coverage provided by this endorsement:

OWNERSHIP

The **Insurer's** liability under this **Policy** will apply only to **Money, Securities, or Property** owned by the **Insured** or for which the **Insured** is legally liable, or held by the **Insured** in any capacity whether or not the **Insured** is liable.

NON-ACCUMULATION OF LIABILITY

- A. When there is more than one **Insured**, the maximum liability of the **Insurer** for loss sustained by any or all **Insureds** shall not exceed the amount for which the **Insurer** would be liable if all loss was sustained by any one **Insured**.
- B. Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, whether under this **Policy**, any prior bond or policy, or any renewal or replacement of this **Policy**, the liability of the **Insurer** with respect to any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

TERMINATION OF PRIOR BONDS OR POLICIES

Any prior bonds or policies issued by the **Insurer** or any subsidiary or affiliate of Chubb shall terminate, if not already terminated, as of the inception of this **Policy**.

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

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL LIABILITY POLICY

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

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

THE WESTCHESTER PORTFOLIO CYBER & PROFESSIONAL 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 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.

“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 any “loss” that is otherwise excluded under this **Policy**.

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

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 <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number:

1-866-512-2862.

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

Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling Chubb, Customer Support Service Department, at 1-800-352-4462.

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.

Francis L. Dean & Associates, LLC
12800 UNIVERSITY DR STE 125
FORT MYERS, FL 33907-5335
(800) 745-2409
(630) 665-7294
www.fdean.com
John.Dean@fdean.com

Cover Sheet

To: Correll Insurance Group LLC DBA McInturff, Milligan & Brooks

From: John Dean

Date: 04/24/2026

Re: Greeneville City Schools

Number Pages Including Cover Sheet: 7

Attached are the quotations you requested. The accident coverage is available alone, while the liability coverage is only available as a package with the accident coverage.

Your firm's commission is 10% on the accident coverage and 10% on the liability coverage.

Please send me an e-mail if you would like to bind coverage. Thank you, and please feel free to contact me with any questions.

The broker fee is applied to the general liability and/or Inland Marine policy only, which is non-commissionable.

We are no longer accepting outside premium finance payments. Premium financing is available through one of our approved financing partners.

Please note that 20% of the total premium is Fully Earned at Inception.

**** Please note that a credit card processing fee will be added to all credit card orders, where applicable.*

Francis L. Dean & Associates is a national underwriting facility specializing in Sports, Leisure and Entertainment Insurance. Since 1989, the family-owned company has been providing comprehensive coverage throughout the entire United States. Through an independent agent network of over 3,500 insurance producers, several satellite offices and the corporate headquarters in Fort Myers, Florida - over 100,000 policies were issued in 2022.

Regardless of the coverage required - liability, accident, hired non-owned auto, abuse, inland marine - you will work with dedicated experts whose sole responsibility is to deliver innovative programs better than anyone else.

This quotation is valid for 30 days.

Francis L. Dean & Associates, LLC
12800 UNIVERSITY DR STE 125
FORT MYERS, FL 33907-5335
(800) 745-2409
(630) 665-7294
www.fdean.com

John.Dean@fdean.com

Quotation – Greeneville City Schools - 04/24/2026

Accident Coverage *(Required for General Liability)*

Eligibility All Participants & Staff of the Policyholder's Archery Programs

Excess Coverage

Benefits:

\$25,000 Maximum Medical Benefit per Claim
\$5,000 Accidental Death/Dismemberment Benefit per Claim
\$100 Deductible per Claim
Dental Benefit: Included in Maximum Medical Benefit
Policy Term: 7/1/2026 - 6/30/2027 11:59 PM Policy Term
Carrier: Great American Insurance Company
Premium: \$100.00

General Liability Coverage *(Requires Accident Coverage)*

\$2,000,000 General Aggregate Limit (Other Than Products Completed Operations)
\$2,000,000 Products Completed Operations Aggregate Limit
\$1,000,000 Personal and Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$300,000 Damage to Premises Rented to You Limit (Any One Premises)
\$10,000 Medical Payments Limit (Any One Person)
Policy Term: 7/1/2026 - 7/1/2027 12:01 AM Policy Term
Carrier: Great American Insurance Company (Admitted) (A+ Superior XIII A.M. Best)
Premium: \$413.44
Broker Fee: \$50.00 (Non-Commissionable) (Fully earned at Inception)
Total Due: \$463.44

Professional Coverage

\$1,000,000 General Aggregate (Occurrence Form)
\$1,000,000 Each Act, Error or Omission
Policy Term: 7/1/2026 - 7/1/2027 12:01 AM Policy Term
Carrier: Great American Insurance Company (Admitted) (A+ Superior XIII A.M. Best)
Premium: Included

Abuse or Molestation Coverage

\$300,000 General Aggregate (Occurrence Form)
\$100,000 Each Abuse
Policy Term: 7/1/2026 - 7/1/2027 12:01 AM Policy Term
Carrier: Great American Insurance Company (Admitted) (A+ Superior XIII A.M. Best)
Premium: Included

Inclusions/Program Highlights:

Occurrence-Form Policy

Coverage Included for Claims by Athletic Participants

Coverage issued through Sports & Recreation Providers Assn Purchasing Group

Terms and Conditions:

Quote is subject to standard policy terms, conditions, and exclusions, including any and all mandatory state specific forms and endorsements.

Forms and endorsements include but are not limited to the following exclusions:

Access or Disclosure of Confidential or Personal Information and data-Related Liability – With Limited Bodily Injury Exception, Coverage C – Medical Payments, Employment Related Practices Exclusion, Fungi or Bacteria, Exclusion of Other Acts of Terrorism Committed Outside the United States; CAP on Losses from Certified Acts of Terrorism, Exclusion of Punitive Damages Related to Terrorism, Liability Arising Out of Lead, Silica or Related Dust Exclusion, Nuclear, Biological, or Chemical Exclusion, Failure to Provide Waiver and Release Sublimit, Exclusion – Organic Pathogens.

These designated events or operations: The ownership, operation, maintenance arising out of the use of inflatable recreational devices or inflatable amusement devices of any kind.

Any use, event or display arising out of fireworks, or any other use of pyrotechnics including any firework sales.

Any use, handling, training, or storage of any firearms, ammunition, or explosives.

Any operations involving bungee devices (except for indoor bungee fitness), carnival rides, corn cannons, organized equine racing contests, organized equine vaulting or jumping contests, leasing of horses, jumping pillows, knocker ball, bubble soccer, Zorb ball, paintball, airsoft, mechanical bucking devices including multi-ride attachments, aerial activities above 12 feet, rock climbing activities, activities involving permanent or mobile rock wall climbing structures, zip lines, pumpkin launching devices, rope challenge courses, water skiing, surfing, white water rafting or kayaking, tackle football, ATV/UTV, tracked or trackless train rides, trampolines, bike related trick or stunt activities or contests, Zippy Pets, haunted houses, haunted trails or haunted boats or barges, independent security services other than a contracted public law enforcement officer.

Trail design, including trail construction and maintenance, Participants of Mixed Martial Arts (MMA) competitions or tournaments, Participants of boxing competitions or tournaments, Participants of bare-knuckle boxing, Any use of sharpened or live edged weapons, Security Officers Registration Act (SORA) training programs, WWE style fight training, professional fight training, professional fighting participants, Operations of independent concessionaires or vendors in conjunction with your organization or event, Operations of independent performers and artists in conjunction with your organization or event, Use of gymnastics apparatuses, including balance beams, uneven bars, vaults, spring flooring, and rings, Aerial activities and performances other than studio sponsored recitals with maximum heights of 12 feet.

In addition, waivers for sports participants are required.

Limitation of Coverage: Limitation of Coverage Endorsement is Used for the Following Operations: Archery

This quotation is valid for 30 days. Thank you very much, and please feel free to contact our agency with any questions.

Optional Coverages *(Requires General Liability to be Purchased)*

Increased Aggregate Limit Options

- Option 1: The General Aggregate and Products/Completed Operations Limit can be increased to \$3,000,000 for an additional premium of \$19.69
- Option 2: The General Aggregate and Products/Completed Operations Limit can be increased to \$4,000,000 for an additional premium of \$40.35
- Option 3: The General Aggregate and Products/Completed Operations Limit can be increased to \$5,000,000 for an additional premium of \$62.06

Hired and Non-Owned Auto Liability Coverage Options

- Option 1: \$250,000 Hired and Non-owned Auto Liability Coverage can be added for an additional premium of \$250.00
- Option 2: \$500,000 Hired and Non-owned Auto Liability Coverage can be added for an additional premium of \$500.00
- Option 3: \$1,000,000 Hired and Non-owned Auto Liability coverage is available for additional premium subject to a Minimum Premium of \$850.00

We will need receipt and approval of our Hired and Non-owned Auto supplemental application to provide this coverage. Please note that 12 and 15+ Passenger Vans are not eligible for this program. Please contact me if you would like this application.

Please note that 20% of the total Hired and Non-Owned Auto Liability premium is fully earned at inception.

Abuse or Molestation Sublimit Option

- Option 1: Increased limits for Abuse or Molestation coverage at limits of \$1,000,000 per Occurrence / \$1,000,000 per Aggregate. For increased limits of this coverage, we will need receipt and approval of our Abuse or Molestation supplemental application. Please contact me if you would like this application.
- Option 2: Increased limits for Abuse or Molestation coverage at limits of \$1,000,000 per Occurrence / \$2,000,000 per Aggregate. For increased limits of this coverage, we will need receipt and approval of our Abuse or Molestation supplemental application. Please contact me if you would like this application.

Please note that 20% of the total Abuse or Molestation premium is fully earned at inception.

Additional Insured Endorsements

Additional insured's must be submitted, approved, and issued by our office. Submission must include the entity name, full mailing address and insurable interest for each Additional Insured. Additional premium may apply.

Standard additional insureds are included within the above GL premium

- Option 1: Primary and non-contributory wording endorsement may be added for a \$100.00 additional premium per endorsement.
- Option 2: Waiver of subrogation endorsement may be added for a \$100.00 additional premium per endorsement.

Please note that 20% of the total Additional Insured premium is fully earned at inception.

Excess Liability

Follow form excess limits may be available upon request and carrier approval. Please contact with any inquiries.

This quotation is valid for 30 days.

Financing Schedule

Please note that 20% of the total premium is Fully Earned at Inception.

This financing agreement includes: Accident and General Liability with no optional coverages.

Pay balance now (\$563.44).

Pay down payment now (\$152.69) and finance policy with monthly payments.

By financing your policy, you agree to pay a down payment of **\$152.69** now, as well as automatically charged payments on the following schedule:

- * I agree to the below schedule of payments. I understand that: **my credit card or bank account will be automatically charged** according to the schedule below.
- * I understand that if an automatic charge fails and updated payment information is not received within 10 days of due date, my policy will be canceled immediately.
- * I understand that my credit card or bank account will be charged by Dean Premium Financing, the service center through IPFS, the finance company.
- * Attached reoccurring payment form must be completed in order to bind with Financing.
- * The below Financing Schedule is only an indication and subject to change based upon binding date, optional coverages, state, and other applicable regulations.

Financing Schedule	
Payment Date	Amount
8/1/2026 12:00:00 AM	\$75.08
9/1/2026 12:00:00 AM	\$75.08
10/1/2026 12:00:00 AM	\$75.08
11/1/2026 12:00:00 AM	\$75.08
12/1/2026 12:00:00 AM	\$75.08
1/1/2027 12:00:00 AM	\$75.08
APR:	32.44%
Total Financing Charge	\$39.73
Sum of All Payments (Including Down Payment):	\$603.17



**GENERAL LIABILITY, PERSONAL INJURY LIABILITY,
 ERRORS OR OMISSIONS LIABILITY,
 AUTOMOBILE LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE POLICY**

Policy Number:
 PLI-0414-27

DECLARATIONS

Ren/Rewrite of:
 PLI-0414-26

ITEM 1. INSURED

GREENEVILLE CITY SCHOOLS *
 PO BOX 1420
 GREENEVILLE, TN 37744-1420

*See Additional Named Insured Endorsement

AGENT

MC INTURFF-MILLIGAN-BROOKS INC
 PO BOX 1600
 GREENEVILLE, TN 37744-1600

ITEM 2. COVERAGE PERIOD: From 07/01/2026 To 07/01/2027

12:01 A.M. Standard Time at the Insured's Mailing Address.

ITEM 3. COVERAGE PARTS

QUOTATION ONLY

In return for the payment of the premium, and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages shown below for which a premium charge is stated.

ONE YEAR POLICY		
Coverage and Premium for this Coverage Period		
COVERAGE	COVERAGE PART	PREMIUM
General Liability	A/B	10,625
Law Enforcement Liability	A/B	0
Errors or Omissions Liability	C	29,985
Automobile Liability	D	21,545
Automobile Physical Damage	E	17,851
Other		
TOTAL		80,006

PUBLIC ENTITY PARTNERS
 562 Franklin Rd. Suite 200, Franklin, TN 37069

LIABILITY COVERAGE DECLARATIONS - PAGE 2 of 3

INSURED GREENEVILLE CITY SCHOOLS *

Policy Number: PLI-0414-27

QUOTATION ONLY

ITEM 4. LIMITS OF COVERAGE

COVERAGE A - GENERAL LIABILITY and COVERAGE B - PERSONAL INJURY LIABILITY

- \$300,000 PER PERSON FOR BODILY INJURY OR PERSONAL INJURY AS LIMITED BY THE TORT LIABILITY ACT
- \$700,000 PER OCCURRENCE FOR BODILY INJURY OR PERSONAL INJURY AS LIMITED BY THE TORT LIABILITY ACT
- \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE AS LIMITED BY THE TORT LIABILITY ACT
- \$2,000,000 PER OCCURRENCE FOR EACH OTHER LOSS
- \$500,000 PER PERSON/\$1,000,000 PER OCCURRENCE FOR CATASTROPHIC MEDICAL EXPENSES EXCESS OF BODILY INJURY
- \$1,000 PER PERSON AND \$10,000 PER ACCIDENT FOR MEDICAL PAYMENTS
- \$100,000 PER OCCURRENCE FOR FIRE DAMAGE
- \$100,000 PER OCCURRENCE FOR IMPOUNDED PROPERTY DAMAGE OR COMMANDEERED PROPERTY DAMAGE
- \$100,000 PER OCCURRENCE FOR NON-MONETARY DEFENSE COSTS

COVERAGE C - ERRORS OR OMISSIONS LIABILITY \$2,000,000 PER OCCURRENCE

- \$2,000,000 PER OCCURRENCE/POLICY AGGREGATE FOR EMPLOYMENT PRACTICES LIABILITY - See Endorsement
- NO COVERAGE FOR PRIVACY/NETWORK LIABILITY
- \$1,000,000 PER OCCURRENCE FOR EMPLOYEE BENEFITS/FIDUCIARY LIABILITY
- \$100,000 PER OCCURRENCE FOR NON-MONETARY DEFENSE COSTS

COVERAGE D - AUTOMOBILE LIABILITY and COVERAGE E - AUTOMOBILE PHYSICAL DAMAGE

This policy provides only those coverages where a designation symbol is shown under Covered Autos below. Entry of one or more of the symbols from Item 5 indicates the autos that are covered autos.

Coverages	Covered Autos	Limits
LIABILITY	<u>1,2,3</u>	\$300,000 PER PERSON FOR BODILY INJURY AS LIMITED BY THE TORT LIABILITY ACT \$700,000 PER OCCURRENCE FOR BODILY INJURY AS LIMITED BY THE TORT LIABILITY ACT \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE AS LIMITED BY THE TORT LIABILITY ACT \$2,000,000 PER OCCURRENCE FOR EACH OTHER LOSS \$500,000 PER PERSON/\$1,000,000 PER OCCURRENCE FOR CATASTROPHIC MEDICAL EXPENSES EXCESS OF BODILY INJURY
MEDICAL PAYMENTS	<u>1</u>	\$1,000 PER PERSON AND \$10,000 PER ACCIDENT
UNINSURED MOTORISTS	<u>1,2,3</u>	\$300,000 PER OCCURRENCE FOR BODILY INJURY AND \$100,000 PER OCCURRENCE FOR PROPERTY DAMAGE
COMPREHENSIVE	<u>1,2</u>	SEE AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT(S)
COLLISION	<u>1,2</u>	SEE AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT(S)

ITEM 5. DESCRIPTION OF COVERED AUTOMOBILES - DESIGNATION SYMBOLS

Symbol	Description
1	OWNED AUTOS ONLY. Only those autos you own, including those autos that you acquire during the coverage
2	HIRED AUTOS ONLY. Only those autos you lease, hire, rent or borrow, including any auto you lease, hire, rent, or borrow from any of your employees.
3	NONOWNED AUTOS ONLY. Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business, including autos owned by your employees, but only while used in your business.

INSURED GREENEVILLE CITY SCHOOLS *

Policy Number: PLI-0414-27

ITEM 6. DEDUCTIBLES

QUOTATION ONLY

COVERAGE A and COVERAGE B

GENERAL LIABILITY AND PERSONAL INJURY LIABILITY	<u>NA</u>	PER OCCURRENCE
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COVERAGE A and COVERAGE B

LAW ENFORCEMENT GENERAL LIABILITY AND PERSONAL INJURY LIABILITY	<u>NA</u>	PER OCCURRENCE
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COVERAGE C

ERRORS OR OMISSIONS LIABILITY	<u>\$1,000</u>	PER OCCURRENCE
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COVERAGE D

AUTOMOBILE LIABILITY	<u>NA</u>	PER OCCURRENCE
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COVERAGE E

AUTOMOBILE PHYSICAL DAMAGE	Comprehensive <u>\$1,000</u>	PER OCCURRENCE
	Collision <u>\$1,000</u>	PER OCCURRENCE

ITEM 7. RETROACTIVE DATE 10/1/86

Coverages A, B, and C (Claims Made Basis) of this policy do not apply to bodily injury, property damage, personal injury offenses, or any act, error, omission, or violation of rights, privileges, or immunities that occurred before the retroactive date, if any, shown above. Some endorsements may have retroactive date exceptions that apply in lieu of the retroactive date shown here.

ITEM 8. FORMS, SCHEDULES, AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

- Liability Policy Coverage Declarations 7-1-2022
- Additional Named Insured Endorsement 7-1-2024
- Additional Insured Endorsement 7-1-2019
- Exclusion Endorsement 7-1-2015
- Employment Practices Liability Coverage Endorsement 7-1-2023
- Punitive-Exemplary Damages Endorsement 7-1-2023
- Class Action Liability Coverage Endorsement 7-1-2025
- Unmanned Aerial Systems Coverage Endorsement 7-1-2016
- Schools Endorsement 7-1-2021
- Uninsured-Underinsured Motorists Endorsement 7-1-2023
- Auto Physical Damage Endorsement 7-1-2011
- Liability Coverage Policy 2025

ADDITIONAL NAMED INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GREENEVILLE CITY SCHOOLS

ITEM 1 - INSURED SHOWN IN THE DECLARATIONS IS AMENDED TO INCLUDE THE FOLLOWING:

- * **GREENE TECHNOLOGY CENTER**
- * **GREENEVILLE CAREER AND TECHNICAL ACADEMY**
- * **GREENEVILLE CITY SCHOOLS AS RESPECTS:**
 - **GREENEVILLE CITY SCHOOLS BOARD OF DIRECTORS (SCHOOL BOARD MEMBERS)**
 - **HAL HENARD ACCESS PROGRAM (1)**
 - **HIGHLAND AFTER SCHOOL PROGRAM (1)**
 - **GREENEVILLE MIDDLE SCHOOL AFTER SCHOOL PROGRAM**
 - **GREENEVILLE HIGH SCHOOL AFTER SCHOOL PROGRAM**
 - **TUSCULUM VIEW AFTER SCHOOL PROGRAM**
 - **EAST VIEW AFTER SCHOOL PROGRAM**
 - **TOPS AT GREENEVILLE ONLINE PROGRAM**
- * **GREENE TECHNOLOGY CENTER AS RESPECTS:**
 - **DUAL ENROLLMENT AGREEMENT WITH TENNESSEE COLLEGE OF APPLIED TECHNOLOGY - MORRISTOWN**

'As Respects,' as used in this endorsement, means that only acts, errors or omissions of the Named Insured resulting from the Named Insured's involvement in the activities of the listed agreement or entity are insured. Nothing in this endorsement changes Section VII-Condition 10. Other Insurance.

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GREENEVILLE CITY SCHOOLS

It is agreed that with respect to the coverage afforded by the coverages checked below, the **covered party** provision is amended to include the person or organization named below as an 'Additional Insured' as described in Section III Who Is Covered, Item 2.c. This coverage applies only to the premises or operations described below.

The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of a named insured which may be imputed to the additional insured. Limits provided to an additional insured will not exceed those applicable to the named insured. This policy does not operate to provide coverage or indemnification of liability arising from acts or omissions of the additional insured or from any other third party. All coverage afforded to an additional insured is subject to the conditions, terms and exclusions contained in the policy.

- Coverage A General Liability**
- Coverage D Automobile Liability**

<u>Name of Person or Organization</u>	<u>Premises or Description of Operation</u>
* TOWN OF GREENEVILLE	Operation of Schools

EXCLUSION ENDORSEMENT

GREENEVILLE CITY SCHOOLS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby agreed and understood that Exclusion 22 in the Liability Coverage Policy is replaced in its entirety with the following;

22. Arising out of the ownership, supervision, maintenance, management, service, construction, design, operation, use, or entrustment to others, or in **your** care, custody, or control, of any:

- a. Airport, airfields, runways, hangars, buildings, or other properties in connection with aviation activities;
- b. Aircraft or any aircraft component part or equipment or any airplane navigational or aviation related equipment; or
- c. Training program, educational program, curriculum, or project in connection with any aircraft or aviation activities.

Section II. Exclusion 22.b. & c. of the Liability Policy does not apply to the ownership, operation or use of scheduled Unmanned Aerial Systems.

**PUBLIC ENTITY PARTNERS
MUNICIPAL LIABILITY COVERAGE**

EXCLUSION ENDORSEMENT

GREENEVILLE CITY SCHOOLS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that the liability arising in any way from Greeneville City Schools' participation in the activities or operations of the ROTC Archery program is excluded from this policy. This exclusion applies to:

- Coverage A: General Liability
- Coverage B: Personal Injury Liability
- Coverage C: Errors or Omissions Liability

AUTOMOBILE PHYSICAL DAMAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Automobile Physical Damage - Coverage Part E. applies on a blanket basis to **automobiles** described below.

-
1. Coverage is applicable for automobiles of all values and ages

 2. Coverage is applicable for automobiles with per automobile values greater than \$10,000 at the time of loss.

 3. Coverage is applicable for automobiles with model year no older than _____

-
- Police Department

 - Fire Department-Scheduled-Stated Amount:Unscheduled-Fair Market Value

 - Utility Department-Scheduled-Stated Amount:Unscheduled-Fair Market Value

 - All Other Departments

PUBLIC ENTITY PARTNERS

Liability Premium Breakdown

QUOTATION ONLY

GREENEVILLE CITY SCHOOLS

Policy #: PLI-0414-27

Coverage Term: 07/01/2026-07/01/2027

General Liability

			Net Premium
General Fund			0.00
Street Department			0.00
Sewer Department			0.00
Schools			6,300.60
Water Department			0.00
Electric Department			0.00
Sanitation Department			0.00
Gas Department			0.00
Fire Department			0.00
First Responders			0.00
EMTs			0.00
Paramedics			0.00
Parks & Recreation			0.00
Fireworks			0.00
Golf Courses			0.00
Swimming Pools			0.00
Water Slides			0.00
Batting Cages			0.00
Skateboarding Course			0.00
Organized Sports			4,323.92
Airport Liability			0.00
Unmanned Aerial Systems			0.00

Total General Liability

10,625

Law Enforcement

	Number of	Premium Per	Net Premium
Police Officers - Certified	0		0.00
Police Officers - Non-Certified	0		0.00
Aux/Reserve/Temp/P-T Officers	0		0.00
Jail-Certified	0		0.00
Jail - Non-Certified	0		0.00
Holding Areas	0		0.00
Enforcement Dogs	0		0.00
Drug or Search Dogs	0		0.00
Additional Programs	0		0.00
Punitive Damages-LE	0		0.00

Total Law Enforcement

0

Errors-Omissions

			Net Premium
E+O Base Premium			29,253.17
Punitive Damages-EO			731.37

Total Errors-Omissions

29,985

PUBLIC ENTITY PARTNERS

Liability Premium Breakdown

QUOTATION ONLY

GREENEVILLE CITY SCHOOLS

Policy #: PLI-0414-27

Coverage Term: 07/01/2026-07/01/2027

Auto Liability	# of Vehicles	Prem/Veh	Net Premium
Ambulance	0		0.00
PPT - Police	0		0.00
PPT	3	399.067	1,197.20
Light Trucks	16	284.256	4,548.10
Other Trucks	0		0.00
Utility Trucks	0		0.00
Fire Trucks	0		0.00
Antique Fire Trucks	0		0.00
Sanitation Trucks	0		0.00
Passenger Vans	0		0.00
Buses	22	600.976	13,221.47
Passenger Vans - Other	0		0.00
Buses - Other	0		0.00
Trailers	5	121.937	609.68
Motorcycles	0		0.00
Hired and Non-Owned Only	0		0.00
Uninsured Motorist	41	48.020	1,968.82
Total Auto Liability	46		21,545

Auto PD	Values	Rate	Net Premium
Police / Ambulance Unscheduled	0		0.00
Police / Ambulance Scheduled	0		0.00
Fire Fighting Equipment-Unscheduled	0		0.00
Fire Fighting Equipment-Scheduled	0		0.00
Utility Equipment-Unscheduled	0		0.00
Utility Equipment-Scheduled	0		0.00
Total Other Values	2,476,256	0.007209	17,851.33
APD Catastrophe Coverage	0		0.00
Comprehensive Only	0		0.00
Total Auto PD	2,476,256		17,851

Grand Total: 80,006



**PROPERTY AND CRIME POLICY
COVERAGE DECLARATIONS**

Policy Number:
PPR-0312-27

Ren/Rewrite of:
PPR-0312-26

ITEM 1. INSURED

GREENEVILLE CITY SCHOOLS
PO BOX 1420
GREENEVILLE, TN 37744-1420

AGENT

MC INTURFF-MILLIGAN-BROOKS INC
PO BOX 1600
GREENEVILLE, TN 37744-1600

ITEM 2. COVERAGE PERIOD: From 07/01/2026 To 07/01/2027

12:01 A.M. Standard Time at the Insured's Mailing Address.

ITEM 3. COVERAGE PARTS

QUOTATION ONLY

In return for the payment of the premium, and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages shown below for which a premium charge is stated.

ONE YEAR POLICY PERIOD: 2026-2027		
Coverage and Premium for this Coverage Period		
COVERAGE	COVERAGE PART	PREMIUM
PROPERTY COVERAGE (Part One)		
Buildings and Personal Property	A	224,804
Electronic Data Processing Equipment	B	11,336
Mobile Equipment	C	2,676
Equipment Breakdown	D	Included
Automatic Coverages	E	Included
	SUBTOTAL	238,816
CRIME COVERAGE (Part Two)		
Employee Dishonesty	A	2,378
Forgery or Alteration	B	307
Theft, Disappearance or Destruction	C	1,196
Computer Fraud	D	539
Other		NA
	SUBTOTAL	4,420
	TOTAL	243,236

PUBLIC ENTITY PARTNERS
562 Franklin Rd. Suite 200, Franklin, TN 37069

**DECLARATIONS - PAGE 2
PROPERTY COVERAGE (Part One)**

Insured

GREENEVILLE CITY SCHOOLS

Policy Number

PPR-0312-27

ITEM 4. LIMITS OF COVERAGE (PER OCCURRENCE)

	\$179,712,491
COVERAGE A - BLANKET BUILDINGS AND PERSONAL PROPERTY	\$169,168,337
COVERAGE B - BLANKET ELECTRONIC DATA PROCESSING EQUIPMENT	\$8,530,781
COVERAGE C - MOBILE EQUIPMENT	\$2,013,373
COVERAGE D - EQUIPMENT BREAKDOWN	\$171,181,710
1. NEWLY ACQUIRED PROPERTY	\$500,000
2. EXPEDITING EXPENSES	\$500,000
3. HAZARDOUS SUBSTANCES	\$250,000
4. AMMONIA CONTAMINATION	\$250,000
COVERAGE E - AUTOMATIC COVERAGES	
1. FLOOD (PER OCCURRENCE AND ANNUAL AGGREGATE)	\$1,000,000
2. EARTHQUAKE (PER OCCURRENCE AND ANNUAL AGGREGATE)	\$1,500,000
3. NEWLY ACQUIRED PROPERTY	\$1,500,000
4. LOSS OF NET REVENUE	\$250,000
5. EXTRA EXPENSE	\$500,000
6. RENTAL VALUES	\$500,000
7. PROPERTY IN THE COURSE OF CONSTRUCTION	\$500,000
8. EXPEDITING EXPENSES	\$250,000
9. PROPERTY IN TRANSIT	\$250,000
10. INCREASED COST OF CONSTRUCTION	\$500,000
11. DEMOLITION COST	\$500,000
12. DEBRIS REMOVAL	\$500,000
13. CONSEQUENTIAL LOSS	\$500,000
14. LEASEHOLD INTEREST	\$500,000
15. VALUABLE PAPERS AND RECORDS	\$250,000
16. ACCOUNTS RECEIVABLE	\$250,000
17. EDP - MEDIA AND SOFTWARE	\$100,000
18. FINE ARTS	\$50,000
19. PERSONAL EFFECTS	\$50,000
20. POLLUTANT CLEAN UP AND REMOVAL	\$50,000
21. TERRORISM (Per Occurrence and Annual Aggregate)	\$500,000
22. ENVIRONMENTAL IMPACT RECERTIFICATION (See Policy)	
23. PROTECTION AND PRESERVATION OF PROPERTY	\$50,000
24. VANDALISM OF NATURAL GRASS ATHLETIC FIELDS	\$100,000

ITEM 5. SEE ATTACHED SCHEDULE(S) OF BUILDINGS AND PERSONAL PROPERTY, MOBILE EQUIPMENT, EQUIPMENT BREAKDOWN, AND AUTOMATIC COVERAGES FOR LOCATIONS THAT ARE INCLUDED IN THIS COVERAGE.

ITEM 6. DEDUCTIBLES

COVERAGE A - BUILDINGS AND PERSONAL PROPERTY	<u>\$1,000</u>	PER OCCURRENCE
COVERAGE B - ELECTRONIC DATA PROCESSING EQUIPMENT	<u>\$500</u>	PER OCCURRENCE
COVERAGE C - MOBILE EQUIPMENT	<u>\$500</u>	PER OCCURRENCE
COVERAGE D - EQUIPMENT BREAKDOWN	<u>\$1,000</u>	PER OCCURRENCE
COVERAGE E - AUTOMATIC COVERAGES	<u>\$1,000</u>	PER OCCURRENCE

ITEM 7. FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE

Property and Crime Policy Coverage Declarations 7-1-2022
 Buildings and Personal Property Schedule 7-1-2002
 Mobile Equipment Schedule 7-1-2024
 Exclusion-Electrical Cogeneration Facilities 7-1-2018
 Property Policy Coverage Form 2022

**DECLARATIONS - PAGE 3
CRIME COVERAGE (Part Two)**

Insured
GREENEVILLE CITY SCHOOLS

Policy Number
PPR-0312-27

ITEM 1. LIMITS OF COVERAGE

COVERAGE A - EMPLOYEE DISHONESTY PER LOSS	<u>500,000</u>
COVERAGE B - FORGERY AND ALTERATION	<u>500,000</u>
COVERAGE C - THEFT, DISAPPEARANCE OR DESTRUCTION	<u>500,000</u>
COVERAGE D - COMPUTER FRAUD	<u>500,000</u>

ITEM 2. SEE ATTACHED COVERAGE PARTS AND ENDORSEMENTS FOR PROVISIONS THAT ARE INCLUDED IN THIS COVERAGE

ITEM 3. DEDUCTIBLES

COVERAGE A - EMPLOYEE DISHONESTY PER LOSS	<u>\$1,000</u>	PER OCCURRENCE
COVERAGE B - FORGERY AND ALTERATION	<u>\$1,000</u>	PER OCCURRENCE
COVERAGE C - THEFT, DISAPPEARANCE OR DESTRUCTION	<u>\$1,000</u>	PER OCCURRENCE
COVERAGE D - COMPUTER FRAUD	<u>\$1,000</u>	PER OCCURRENCE

ITEM 4. COVERAGE PARTS, FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE.

Property and Crime Policy Coverage Declarations 7-1-2022
Employee Dishonesty-Per Loss Coverage Part A 7-1-2019
Forgery or Alteration Coverage Part B 7-1-2019
Theft, Disappearance or Destruction Coverage Part C 7-1-2019
Computer Fraud Coverage Part D 7-1-2019
Amendatory Endt-Specific Excess Empl Dishonesty Endt 7-1-2002
Property Policy Coverage Form 2022

BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS

Effective Date: 7/1/2026

Policy No: PPR-0312-27

QUOTATION ONLY

REPLACEMENT COST means the smaller of - a) the cost to repair; b) the cost to rebuild or replace at the same location with new materials of equivalent size, kind, and quality as of the time following the loss or damage when, with due diligence and dispatch, the rebuilding or replacement could be effected; or c) the actual expenditure that would be incurred in rebuilding, repairing, or replacing the damaged or destroyed property on the same or another site, but not to exceed the size and operating capacity that existed at the time of loss as respects building or structure, machinery, fixtures, and equipment.

ACTUAL CASH VALUE (ACV) means the smaller of - a) the cost to repair with like kind and quality less proper deduction for depreciation; b) the cost to replace with like kind and quality less proper deduction for depreciation; or c) the amount actually expended to replace with like kind and quality less proper deduction for depreciation, if replaced.

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	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
1	210 TUSCULUM BLVD, GREENEVILLE TN	GREENEVILLE HS CENTER W/FLAG POLE & PARKING LOT LIGHTING, DLGITAL SIGN & GENERATOR	MNC	63,357,661	3,206,975	66,564,636
2	210 TUSCULUM BLVD, GREENEVILLE TN	FIELD HOUSE & SPORTS COMPLEX	MNC	1,823,160	348,992	2,172,152
3	210 TUSCULUM BLVD, GREENEVILLE TN	CONCESSION STAND W/LIGHTING	JM	145,437	10,000	155,437
4	210 TUSCULUM BLVD, GREENEVILLE TN	PRESS BOX & RESTROOMS	MNC	191,146	2,500	193,646
5	210 TUSCULUM BLVD, GREENEVILLE TN	STADIUM RESTROOMS	JM	120,505	0	120,505
6	312 FLORAL STREET, WEST, GREENEVILLE TN	GEORGE CLEM SCHOOL ADMIN BLDG W/FLAG POLE, LIGHTING, FENCING-DELETED:10/1/2025	MNC	0	0	0
7	208 NORTH HIGHLAND, GREENEVILLE TN	HIGHLAND ELEMENTARY SCHOOL W/FLAG POLE, LIGHTING	MNC	5,394,684	323,204	5,717,888
8	R 454 EAST BERNARD AVE, GREENEVILLE TN	EASTVIEW ELEMENTARY SCHOOL W/FLAG POLE, PARKING LIGHTING	MNC	10,758,201	727,198	11,485,399
9	1725 LAFAYETTE STREET, N/S, GREENEVILLE TN	TUSCULUM VIEW ELEMENTARY SCHOOL W/FLAG POLE, LIGHTING	MNC	13,460,218	543,417	14,003,635
10	433 EAST VANN ROAD , GREENEVILLE TN	GREENEVILLE MIDDLE SCHOOL W/FLAG POLE, LIGHTING	MNC	24,104,147	538,936	24,643,083
11	425 EAST VANN ROAD , GREENEVILLE TN	HAL HENARD ELEMENTARY SCHOOL W/FLAG POLE, LIGHTING INCL GEO-THERMAL HEATING SYSTEM	MNC	18,626,356	901,304	19,527,660
12	210 TUSCULUM BLVD, GREENEVILLE TN	GHS STADIUM LIGHTING & POLES	NC	235,817	0	235,817
13	210 TUSCULUM BLVD, GREENEVILLE TN	BATTING CAGE BLDG	JM	156,865	0	156,865
14	210 TUSCULUM BLVD, GREENEVILLE TN	TICKET BOOTH	JM	5,119	1,000	6,119
15	210 TUSCULUM BLVD, GREENEVILLE TN	GREENEVILLE HS STADIUM SCOREBOARD, JUMBOTRON, (2) DELAY CLOCKS	NC	550,584	0	550,584
16	210 TUSCULUM BLVD, GREENEVILLE TN	CONCESSION STAND	JM	43,631	10,000	53,631

Attached to and a part of policy number: PPR-0312-27 with effective dates from 07/01/2026 to 07/01/2027.

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS**

Effective Date: 7/1/2026

Policy No: PPR-0312-27

QUOTATION ONLY

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	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
17	210 TUSCULUM BLVD, GREENEVILLE TN	STORAGE BUILDING	JM	12,695	5,000	17,695
18	208 N HIGHLAND @ HIGHLAND ELEMENTARY, GREENEVILLE TN	HIGHLAND ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE	NC	166,214	0	166,214
19	R 208 N HIGHLAND @ HIGHLAND ELEMENTARY, GREENEVILLE TN	HIGHLAND ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE-DELETED:12/10/2020	NC	0	0	0
20	454 EAST BERNARD AVENUE, GREENEVILLE TN	EASTVIEW ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE, EAST	NC	311,651	0	311,651
21	1801 LAFAYETTE STREET N/S @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE TN	PLAYGROUND EQUIPMENT - DELETED 11/12	FRAME	0	0	0
22	1801 LAFAYETTE STREET, N/S @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE TN	PLAYGROUND EQUIPMENT W/FENCE - DELETED 11/12	NC	0	0	0
23	1801 LAFAYETTE STREET, N/S @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE TN	PLAYGROUND EQUIPMENT - DELETED 11/12	FRAME	0	0	0
24	425 E VANN ROAD, S/S, GREENEVILLE TN	HAL HENARD ELEMENTARY PLAYGROUND EQUIPMENT, EAST-DELETED:12/10/2020	NC	0	0	0
25	425 E VANN ROAD, S/S, GREENEVILLE TN	HAL HENARD ELEM PICNIC SHELTER (INCL IN 26), WEST-DELETED:7/1/2025	FRAME	0	0	0
26	425 E VANN ROAD, S/S, GREENEVILLE TN	HAL HENARD ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE, EAST	NC	268,020	0	268,020
27	R 433 E VANN RD, GREENEVILLE TN	GREENEVILLE MIDDLE SCHOOL PLAYGROUND EQUIPMENT	NC	11,011	0	11,011
28	318 TUSCULUM BLVD, GREENEVILLE TN	ADULT BASIC EDUCATION-DELETED 07/01/17	MNC	0	0	0
29	425 E VANN ROAD, SOUTH, GREENEVILLE TN	HAL HENARD GEO-THERMAL HEATING SYSTEM -DELETED 07/01/17	NC	0	0	0
30	129 W DEPOT STREET, GREENEVILLE TN	KATHRYN W. LEONARD ADMINISTRATIVE OFFICES	MNC	3,268,183	123,144	3,391,327
31	R 1725 LAFAYETTE ST, GREENEVILLE TN	TUSCULUM VIEW PAVILION W/TABLES	FRAME	95,573	1,000	96,573
32	R312 FLORAL STREET, GREENEVILLE TN	GEORGE CLEM WALK-IN FREEZER-DELETED:11/30/2025	NC	0	0	0

Attached to and a part of policy number: PPR-0312-27 with effective dates from 07/01/2026 to 07/01/2027.

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS**

Effective Date: 7/1/2026

Policy No: PPR-0312-27

QUOTATION ONLY

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	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
33	454 EAST BERNARD AVENUE, GREENEVILLE TN	EASTVIEW PLAYGROUND #2, WEST -DELETED:7/1/2025	NC	0	0	0
34	425 E VANN ROAD SOUTH, GREENEVILLE TN	HAL HENARD PLAYGROUND #2-DELETED 07/01/13	NC	0	0	0
35	210 TUSCULUM BLVD, GREENEVILLE TN	GHS FOOTBALL FIELD ASTRO TURF	NC	1,145,838	0	1,145,838
36	210 TUSCULUM BLVD, GREENEVILLE TN	GOAL POSTS (3)	NC	21,855	0	21,855
37	433 E VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE TN	FOOTBALL LIGHTING, FENCING, AND GOAL POSTS	NC	296,069	0	296,069
38	433 E VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE TN	RUBBERIZED TRACK SURFACE W/POLE VAULTING EQUIPMENT	NC	1,020,042	0	1,020,042
39	433 E VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE TN	FOOTBALL FIELD BLEACHERS-DELETED 07/01/12	NC	0	0	0
40	433 E VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE TN	FOOTBALL SCOREBOARD	NC	36,916	0	36,916
41	454 EAST BERNARD AVE, GREENEVILLE TN	PAVILION @ EASTVIEW ELEMENTARY SCHOOL	FRAME	85,081	1,000	86,081
42	1725 LAFAYETTE STREET EAST SIDE @ TUSCULUM VIEW SCHOOL, GREENEVILLE TN	TUSCULUM VIEW ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE	NC	259,709	0	259,709
43	1725 LAFAYETTE STREET EAST SIDE @ TUSCULUM VIEW SCHOOL, GREENEVILLE TN	PLAYGROUND EQUIPMENT-DELETED:9/27/2019	NC	0	0	0
44	1725 LAFAYETTE STREET N/S @ TUSCULUM VIEW SCHOOL, GREENEVILLE TN	PLAYGROUND EQUIPMENT-DELETED:9/27/2019	NC	0	0	0
45	454 E BARNARD AVE WEST SIDE, GREENEVILLE TN	PLAYGROUND EQUIPMENT & SWING SET @ EASTVIEW ELEMENTARY SCHOOL-DELETED:12/10/2020	NC	0	0	0
46	VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE TN	BLEACHERS	NC	8,860	0	8,860
47	210 TUSCULUM BLVD, GREENEVILLE TN	FOOTBALL FIELD HOME STADIUM	NC	1,013,905	0	1,013,905
48	210 TUSCULUM BLVD, GREENEVILLE TN	FOOTBALL FIELD VISITOR STADIUM	NC	604,603	0	604,603

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**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS**

Effective Date: 7/1/2026

Policy No: PPR-0312-27

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	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
49	210 TUSCULUM BLVD, GREENEVILLE TN	NET & POLES AT FOOTBALL FIELD	NC	5,483	0	5,483
50	210 TUSCULUM BLVD, GREENEVILLE TN	DELAY OF GAME CLOCKS (2)-DELETED:10/28/2022	NC	0	0	0
51	1725 LAFAYETTE STREET, GREENEVILLE TN	SIGN	NC	27,387	0	27,387
52	VARIOUS LOCATIONS	CONTROLLERS FOR SCHOOL SPEED ZONE SIGNS	NC	48,901	0	48,901
53	147 W. BERNARD AVE	FOX FIELD SOCCER PARK STORAGE BUILDING	JM	0	20,000	20,000
54	210 TUSCULUM BLVD	GREENEVILLE HIGH SCHOOL - TICKET BOOTHS (2)	FRAME	9,001	0	9,001
55	1725 LAFAYETTE ST	TUSCULUM VIEW SCHOOL - STORAGE BUILDING	FRAME	6,724	6,000	12,724
56	1121 HAL HENARD ROAD, GREENEVILLE TN 37743	NATURAL GAS GENERATOR W/ AUTOMATIC TRANSFER SWITCH	NC	65,551	0	65,551
57	602 CRESCENT DRIVE	DALE ALEXANDER BASEBALL FACILITY	NC	0	25,200	25,200
58	1121 HAL HENARD ROAD, GREENEVILLE	GREENEVILLE CAREER & TECHNOLOGY ACADEMY W/FLAG POLE/PARKING LIGHTS	MNC	11,870,438	2,135,782	14,006,220
59	R 1121 HAL HENARD ROAD, GREENEVILLE	GREENHOUSE W/AIR HEATING UNITS	NC	152,697	0	152,697
60	R 1121 HAL HENARD ROAD, GREENEVILLE	PICNIC SHELTER	FRAME	4,186	0	4,186
61	R 1121 HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	JM	15,198	0	15,198
62	1121 HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	JM	11,790	0	11,790
63	R HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	JM	14,578	0	14,578
64	R 1121 HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	JM	18,145	0	18,145

Attached to and a part of policy number: PPR-0312-27 with effective dates from 07/01/2026 to 07/01/2027.

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS**

Effective Date: 7/1/2026

Policy No: PPR-0312-27

QUOTATION ONLY

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	Location	Occupancy	Const Type	Building Values	Personal Property Values	Location Total Values
65	R 1121 HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	JM	17,835	0	17,835
66	1121 HAL HENARD ROAD, GREENEVILLE	PLAYGROUND EQUIPMENT, FENCING, PLAYGROUND SURFACING	NC	113,225	0	113,225
67	1121 HAL HENARD ROAD, GREENEVILLE	WIND GENERATOR	NC	26,156	0	26,156
68	1121 HAL HENARD ROAD	(5) LIGHT POLES & (9) POWER STATION POLES	NC	25,440	0	25,440
69	1121 HAL HENARD ROAD	ELECTRIC BUS CHARGER	NC	11,194	0	11,194
70	602 CRESCENT DRIVE	BILL ISABELL SOFTBALL FIELD - CONCESSION/STORAGE	JM	0	5,000	5,000
71	454 EAST BERNARD AVENUE	(4) SCHOOL ZONE LIGHTS AT EASTVIEW	NC	36,000	0	36,000
72	1725 LAFAYETTE STREET	(3) SCHOOL ZONE LIGHTS AT TUSCULUM VIEW ELEMENTARY	NC	27,000	0	27,000
73	208 NORTH HIGHLAND	(4) SCHOOL ZONE LIGHTS AT HIGHLAND ELEMENTARY	NC	36,000	0	36,000
74	425 & 433 E. VANN ROAD	(1) SCHOOL ZONE LIGHT @ HAL HENARD AND (1) SCHOOL ZONE LIGHT AT GREENEVILLE MIDDLE	NC	18,000	0	18,000
75	210 TUSCULUM BLVD	(6) SCHOOL ZONE LIGHTS @ GREENEVILLE HIGH SCHOOL	NC	54,000	0	54,000
76	1121 HAL HERNARD ROAD	(2) SCHOOL ZONE LIGHTS @ GREENEVILLE CAREER AND TECHNOLOGY ACADEMY	NC	18,000	0	18,000
TOTAL				160,232,685	8,935,652	169,168,337

Attached to and a part of policy number: PPR-0312-27 with effective dates from 07/01/2026 to 07/01/2027.

QUOTATION ONLY

**Policy No, PPR-0312-27
Effective Date: 07/01/2026**

DESCRIPTION		TOTAL VALUE
1	MOBILE EQUIPMENT WITH PER ITEM VALUES LESS THAN \$50,000 (Unless Scheduled Below)	457,523

DESCRIPTION (Make/Model/Year and Description)	SERIAL NUMBER	VALUE
2	BOOKS LOCATED IN BOOK MOBILE	25,000
3	GREENEVILLE HIGH SCHOOL BAND EQUIPMENT	629,205
4	GREENEVILLE MIDDLE SCHOOL BAND EQUIPMENT	270,480
5	GREENEVILLE MIDDLE SCHOOL ATHLETIC EQUIPMENT	124,121
6	GREENEVILLE HIGH SCHOOL ATHLETIC EQUIPMENT	293,683
7	MOBILE RADIOS AT VARIOUS SCHOOLS	213,361
TOTAL SCHEDULE		1,555,850
TOTAL ALL		2,013,373

Attached to and a part of policy number: PPR-0312-27 with effective dates from 07/01/2026 to 07/01/2027.

PREMIUM BREAKDOWN

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS**

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-0312-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
1	210 TUSCULUM BLVD, GREENEVILLE	GREENEVILLE HS CENTER W/FLAG POLE & PARKING LOT LIGHTING, DLGITAL SIGN &	88,456.39	63,357,661	3,206,975	66,564,636
2	210 TUSCULUM BLVD, GREENEVILLE	FIELD HOUSE & SPORTS COMPLEX	2,886.53	1,823,160	348,992	2,172,152
3	210 TUSCULUM BLVD, GREENEVILLE	CONCESSION STAND W/LIGHTING	206.56	145,437	10,000	155,437
4	210 TUSCULUM BLVD, GREENEVILLE	PRESS BOX & RESTROOMS	257.33	191,146	2,500	193,646
5	210 TUSCULUM BLVD, GREENEVILLE	STADIUM RESTROOMS	160.14	120,505	0	120,505
6	312 FLORAL STREET, WEST, GREENEVILLE	GEORGE CLEM SCHOOL ADMIN BLDG W/FLAG POLE, LIGHTING	0.00	0	0	0
7	208 NORTH HIGHLAND, GREENEVILLE	HIGHLAND ELEMENTARY SCHOOL W/FLAG POLE, LIGHTING	7,598.39	5,394,684	323,204	5,717,888
8	R 454 EAST BERNARD AVE, GREENEVILLE	EASTVIEW ELEMENTARY SCHOOL W/FLAG POLE, PARKING LIGHTING	15,262.71	10,758,201	727,198	11,485,399
9	1725 LAFAYETTE STREET, N/S, GREENEVILLE	TUSCULUM VIEW ELEMENTARY SCHOOL W/FLAG POLE, LIGHTING	18,609.15	13,460,218	543,417	14,003,635
10	433 EAST VANN ROAD , GREENEVILLE	GREENEVILLE MIDDLE SCHOOL W/FLAG POLE, LIGHTING	32,747.69	24,104,147	538,936	24,643,083
11	425 EAST VANN ROAD , GREENEVILLE	HAL HENARD ELEMENTARY SCHOOL W/FLAG POLE, LIGHTING INCL GEO-THERMAL	25,949.91	18,626,356	901,304	19,527,660
12	210 TUSCULUM BLVD, GREENEVILLE	GHS STADIUM LIGHTING & POLES	313.37	235,817	0	235,817
13	210 TUSCULUM BLVD, GREENEVILLE	BATTING CAGE BLDG	208.45	156,865	0	156,865
14	210 TUSCULUM BLVD, GREENEVILLE	TICKET BOOTH	8.13	5,119	1,000	6,119
15	210 TUSCULUM BLVD, GREENEVILLE	GREENEVILLE HS STADIUM SCOREBOARD, JUMBOTRON, (2) DELAY CLOCKS	731.66	550,584	0	550,584
16	210 TUSCULUM BLVD, GREENEVILLE	CONCESSION STAND	71.27	43,631	10,000	53,631
17	210 TUSCULUM BLVD, GREENEVILLE	STORAGE BUILDING	23.51	12,695	5,000	17,695
18	208 N HIGHLAND @ HIGHLAND ELEMENTARY, GREENEVILLE	HIGHLAND ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE	220.88	166,214	0	166,214
19	R 208 N HIGHLAND @ HIGHLAND ELEMENTARY, GREENEVILLE	HIGHLAND ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE-DELETED:12/10/2020	0.00	0	0	0

PREMIUM BREAKDOWN

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS**

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	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
20	454 EAST BERNARD AVENUE, GREENEVILLE	EASTVIEW ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE. EAST	414.15	311,651	0	311,651
21	1801 LAFAYETTE STREET N/S @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE	PLAYGROUND EQUIPMENT - DELETED 11/12	0.00	0	0	0
22	1801 LAFAYETTE STREET, N/S @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE	PLAYGROUND EQUIPMENT W/FENCE - DELETED 11/12	0.00	0	0	0
23	1801 LAFAYETTE STREET, N/S @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE	PLAYGROUND EQUIPMENT - DELETED 11/12	0.00	0	0	0
24	425 E VANN ROAD, S/S, GREENEVILLE	HAL HENARD ELEMENTARY PLAYGROUND EQUIPMENT. EAST-DELETED:12/10/2020	0.00	0	0	0
25	425 E VANN ROAD, S/S, GREENEVILLE	HAL HENARD ELEM PICNIC SHELTER (INCL IN 26). WEST-DELETED:7/1/2025	0.00	0	0	0
26	425 E VANN ROAD, S/S, GREENEVILLE	HAL HENARD ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE. EAST	356.17	268,020	0	268,020
27	R 433 E VANN RD, GREENEVILLE	GREENEVILLE MIDDLE SCHOOL PLAYGROUND EQUIPMENT	14.63	11,011	0	11,011
28	318 TUSCULUM BLVD, GREENEVILLE	ADULT BASIC EDUCATION-DELETED 07/01/17	0.00	0	0	0
29	425 E VANN ROAD, SOUTH, GREENEVILLE	HAL HENARD GEO-THERMAL HEATING SYSTEM-DELETED 07/01/17	0.00	0	0	0
30	129 W DEPOT STREET, GREENEVILLE	KATHRYN W. LEONARD ADMINISTRATIVE OFFICES	4,506.67	3,268,183	123,144	3,391,327
31	R 1725 LAFAYETTE ST, GREENEVILLE	TUSCULUM VIEW PAVILION W/TABLES	128.33	95,573	1,000	96,573
32	R312 FLORAL STREET, GREENEVILLE	GEORGE CLEM WALK-IN FREEZER-DELETED:11/30/2025	0.00	0	0	0
33	454 EAST BERNARD AVENUE, GREENEVILLE	EASTVIEW PLAYGROUND #2, WEST -DELETED:7/1/2025	0.00	0	0	0
34	425 E VANN ROAD SOUTH, GREENEVILLE	HAL HENARD PLAYGROUND #2-DELETED 07/01/13	0.00	0	0	0
35	210 TUSCULUM BLVD, GREENEVILLE	GHS FOOTBALL FIELD ASTRO TURF	1,522.68	1,145,838	0	1,145,838
36	210 TUSCULUM BLVD, GREENEVILLE	GOAL POSTS (3)	29.04	21,855	0	21,855
37	433 E VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE	FOOTBALL LIGHTING, FENCING, AND GOAL POSTS	393.44	296,069	0	296,069
38	433 E VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE	RUBBERIZED TRACK SURFACE W/POLE VAULTING EQUIPMENT	1,355.51	1,020,042	0	1,020,042

PREMIUM BREAKDOWN

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS**

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-0312-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
39	433 E VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE	FOOTBALL FIELD BLEACHERS-DELETED 07/01/12	0.00	0	0	0
40	433 E VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE	FOOTBALL SCOREBOARD	49.06	36,916	0	36,916
41	454 EAST BERNARD AVE, GREENEVILLE	PAVILION @ EASTVIEW ELEMENTARY SCHOOL	114.39	85,081	1,000	86,081
42	1725 LAFAYETTE STREET EAST SIDE @ TUSCULUM VIEW SCHOOL, GREENEVILLE	TUSCULUM VIEW ELEMENTARY PLAYGROUND EQUIPMENT W/FENCE	345.12	259,709	0	259,709
43	1725 LAFAYETTE STREET EAST SIDE @ TUSCULUM VIEW SCHOOL, GREENEVILLE	PLAYGROUND EQUIPMENT-DELETED:9/27/2019	0.00	0	0	0
44	1725 LAFAYETTE STREET N/S @ TUSCULUM VIEW SCHOOL, GREENEVILLE	PLAYGROUND EQUIPMENT-DELETED:9/27/2019	0.00	0	0	0
45	454 E BARNARD AVE WEST SIDE, GREENEVILLE	PLAYGROUND EQUIPMENT & SWING SET @ EASTVIEW ELEMENTARY	0.00	0	0	0
46	VANN ROAD @ GREENEVILLE MIDDLE SCHOOL, GREENEVILLE	BLEACHERS	11.77	8,860	0	8,860
47	210 TUSCULUM BLVD, GREENEVILLE	FOOTBALL FIELD HOME STADIUM	1,347.36	1,013,905	0	1,013,905
48	210 TUSCULUM BLVD, GREENEVILLE	FOOTBALL FIELD VISITOR STADIUM	803.44	604,603	0	604,603
49	210 TUSCULUM BLVD, GREENEVILLE	NET & POLES AT FOOTBALL FIELD	7.29	5,483	0	5,483
50	210 TUSCULUM BLVD, GREENEVILLE	DELAY OF GAME CLOCKS (2)-DELETED:10/28/2022	0.00	0	0	0
51	1725 LAFAYETTE STREET, GREENEVILLE	SIGN	36.39	27,387	0	27,387
52	VARIOUS LOCATIONS	CONTROLLERS FOR SCHOOL SPEED ZONE SIGNS	64.98	48,901	0	48,901
53	147 W. BERNARD AVE	FOX FIELD SOCCER PARK STORAGE BUILDING	26.58	0	20,000	20,000
54	210 TUSCULUM BLVD	GREENEVILLE HIGH SCHOOL - TICKET BOOTHS (2)	11.96	9,001	0	9,001
55	1725 LAFAYETTE ST	TUSCULUM VIEW SCHOOL - STORAGE BUILDING	16.91	6,724	6,000	12,724
56	1121 HAL HENARD ROAD, GREENEVILLE	NATURAL GAS GENERATOR W/ AUTOMATIC TRANSFER SWITCH	87.11	65,551	0	65,551
57	602 CRESCENT DRIVE	DALE ALEXANDER BASEBALL FACILITY	33.49	0	25,200	25,200

PREMIUM BREAKDOWN

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS**

QUOTATION ONLY

Effective Date: **07/01/2026**

Policy No. **PPR-0312-27**

	Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
58	1121 HAL HENARD ROAD, GREENEVILLE	GREENEVILLE CAREER & TECHNOLOGY ACADEMY W/FLAG POLE/PARKING LIGHTS	18,612.58	11,870,438	2,135,782	14,006,220
59	R 1121 HAL HENARD ROAD, GREENEVILLE	GREENHOUSE W/AIR HEATING UNITS	202.92	152,697	0	152,697
60	R 1121 HAL HENARD ROAD, GREENEVILLE	PICNIC SHELTER	5.56	4,186	0	4,186
61	R 1121 HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	20.20	15,198	0	15,198
62	1121 HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	15.67	11,790	0	11,790
63	R HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	19.37	14,578	0	14,578
64	R 1121 HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	24.11	18,145	0	18,145
65	R 1121 HAL HENARD ROAD, GREENEVILLE	STORAGE BUILDING	23.70	17,835	0	17,835
66	1121 HAL HENARD ROAD, GREENEVILLE	PLAYGROUNG EQUIPMENT, FENCING, PLAYGROUND SURFACING	150.46	113,225	0	113,225
67	1121 HAL HENARD ROAD, GREENEVILLE	WIND GENERATOR	34.76	26,156	0	26,156
68	1121 HAL HENARD ROAD	(5) LIGHT POLES & (9) POWER STATION POLES	33.81	25,440	0	25,440
69	1121 HAL HENARD ROAD	ELECTRIC BUS CHARGER	14.88	11,194	0	11,194
70	602 CRESCENT DRIVE	BILL ISABELL SOFTBALL FIELD - CONCESSION/STORAGE	6.64	0	5,000	5,000
71	454 EAST BERNARD AVENUE	(4) SCHOOL ZONE LIGHTS AT EASTVIEW	47.84	36,000	0	36,000
72	1725 LAFAYETTE STREET	(3) SCHOOL ZONE LIGHTS AT TUSCULUM VIEW ELEMENTARY	35.88	27,000	0	27,000
73	208 NORTH HIGHLAND	(4) SCHOOL ZONE LIGHTS AT HIGHLAND ELEMENTARY	47.84	36,000	0	36,000
74	425 & 433 E. VANN ROAD	(1) SCHOOL ZONE LIGHT @ HAL HENARD AND (1) SCHOOL ZONE LIGHT AT GREENEVILLE	23.92	18,000	0	18,000
75	210 TUSCULUM BLVD	(6) SCHOOL ZONE LIGHTS @ GREENEVILLE HIGH SCHOOL	71.76	54,000	0	54,000
76	1121 HAL HERNARD ROAD	(2) SCHOOL ZONE LIGHTS @ GREENEVILLE CAREER AND TECHNOLOGY ACADEMY	23.92	18,000	0	18,000

PREMIUM BREAKDOWN

**BUILDINGS AND PERSONAL PROPERTY SCHEDULE
GREENEVILLE CITY SCHOOLS**

QUOTATION ONLY

Effective Date: 07/01/2026

Policy No. PPR-0312-27

Location	Occupancy	Premium	Building Values	Personal Property Values	Location Total Values
	Total Breakdown	224,804.36	160,232,685	8,935,652	169,168,337
	Rounding Adjustment	-0.36			
	Total Policy Bldg + PP Premium	224,804.00			



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Policy Number: PWC-0404-27

DECLARATIONS

Ren/Rewrite of: PWC-0404-26

ITEM 1.	INSURED GREENEVILLE CITY SCHOOLS PO BOX 1420 GREENEVILLE, TN 37744-1420	AGENT	MC INTURFF-MILLIGAN-BROOKS INC PO BOX 1600 GREENEVILLE, TN 37744-1600
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ITEM 2. POLICY PERIOD: From 07/01/2026 to 07/01/2027 12:01 A.M. Standard Time at the Insured's Mailing Address

ITEM 3A. WORKERS COMPENSATION COVERAGE Section One of the Policy applies to the Workers Compensation Law of the State of Tennessee

ITEM 3B. EMPLOYERS LIABILITY COVERAGE Section Two of the Policy applies to work in each state listed in Item 3A.

THE LIMITS OF OUR LIABILITY UNDER SECTION TWO ARE:

BODILY INJURY BY ACCIDENT	\$ 300,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	\$ 700,000	POLICY LIMIT
BODILY INJURY BY DISEASE	\$ 300,000	EACH EMPLOYEE

ITEM 3C. OTHER STATES COVERAGE Section Three of the Policy applies to the states, if any, listed here. All States except ND, WA, WY, OH and those listed in 3A.

ITEM 4. FORMS, SCHEDULES AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

- WC Declarations 7-1-2022
- WC Schedule 7-1-2015
- Endorsement - Voluntary Compensation Medical 7-1-2020
- Endorsement - Voluntary Compensation Accident 7-1-2020
- Workers Comp Coverage Policy 7-1-2022

QUOTATION ONLY

ITEM 5. In return for the payment of premium for each policy period and subject to all of the terms of the policy, the insurer agrees to provide you with the coverages reflected on this declaration page and attached schedule. Adjustment of the premium will be made annually by audit after the expiration of each policy period.

ITEM 5A. NO DEDUCTIBLE or AGGREGATE \$0
VOLUNTARY ACCIDENT WEEKLY BENEFIT: \$ 200

ONE YEAR POLICY	
<u>Premium for this Policy Period</u>	
MANUAL PREMIUM	\$127,336
INCREASED LIMITS FACTOR	1.000
EXPERIENCE MODIFICATION	1.441
SCHEDULE MODIFICATION	.995
OTHER PREMIUM MODIFICATION	1.000
DEDUCTIBLE/RETENTION FACTOR	1.000
ONE YEAR POLICY FACTOR	.980
TN DRUG FREE WORKPLACE FACTOR	.950
COMBINED MODIFICATION FACTOR	1.3349
TOTAL ESTIMATED POLICY PREMIUM	\$169,981

WORKERS COMPENSATION SCHEDULE

INSURED: 0312 GREENEVILLE CITY SCHOOLS

Policy Number: PWC-0404-27

Effective Date: 07/01/2026

WORKERS COMPENSATION COVERAGE

CLASSIFICATION	CODE	# of Empl		ANNUAL PAYROLL	NET RATE	NET PREMIUM
		FT	PT			
Ambulance Service Drivers/Emergency Medical Service	7370	0	0	0	7.466	0.00
Animal Control	8831	0	0	0	5.848	0.00
Automobile Repair Shop	8380	0	0	0	5.974	0.00
Building/Maintenance	9015	0	0	0	6.582	0.00
Cemeteries	9220	0	0	0	7.238	0.00
City Managers/Administrative	8742	0	0	0	0.511	0.00
Clerical/Office	8810	0	0	0	0.186	0.00
Electric Distribution (excluding Clerical)	7539	0	0	0	5.369	0.00
Firefighters	7710	0	0	0	4.991	0.00
Garbage or Refuse Collection and Drivers (including Landfill)	9403	0	0	0	9.108	0.00
Gas Distribution (excluding Clerical)	7502	0	0	0	3.666	0.00
Housing Authority - Administrative	8742	0	0	0	0.721	0.00
Housing Authority - Building/Maintenance	9015	0	0	0	4.918	0.00
Housing Authority - Clerical	8810	0	0	0	0.256	0.00
Inspectors - Outside	9410	0	0	0	4.991	0.00
Parks and Recreation	9102	0	0	0	4.166	0.00
Police Officers (excluding Dispatchers)	7720	0	0	0	7.855	0.00
Public Library or Museum	8810	0	0	0	0.291	0.00
School (Bus Drivers)	7380	15	13	509,306	5.745	29,259.63
Schools (Professional Employees and Clerical)	8868	359	207	25,060,714	0.282	70,671.21
Schools (All Other)	9101	53	34	2,594,746	2.692	69,850.56
Sewage Disposal Plant Operation	7580	0	0	0	3.196	0.00
Sewer Cleaning/Maintenance	9402	0	0	0	5.034	0.00
Social Services	8742	0	0	0	1.705	0.00
Street Cleaning	9402	0	0	0	5.057	0.00
Street/Road Paving and Maintenance	5506	0	0	0	13.687	0.00
Waterworks (excluding Clerical)	7520	0	0	0	5.095	0.00
Welfare and Transit Bus Drivers	7382	0	0	0	9.964	0.00

VOLUNTARY COMPENSATION MEDICAL COVERAGE

CLASSIFICATION	CODE	# of Empl		ANNUAL PAYROLL	NET RATE	NET PREMIUM
		FT	PT			
Volunteer Firefighters	7711	0	0	0	31.317	0.00
Auxiliary/Reserve Police Officers	7720	0	0	0	31.036	0.00
Volunteer Medical Providers	7370	0	0	0	35.815	0.00
Elected Officials	8742	0	5	0	9.131	45.66

VOLUNTARY COMPENSATION ACCIDENT COVERAGE

CLASSIFICATION	CODE	# of Empl		ANNUAL PAYROLL	NET RATE	NET PREMIUM
		FT	PT			
Volunteer Firefighters	7711	0	0	0	80.094	0.00
Auxiliary/Reserve Police Officers	7720	0	0	0	84.099	0.00
Volunteer Medical Providers	7370	0	0	0	80.094	0.00
Elected Officials	8742	0	5	0	30.703	153.52

TOTALS

427 259 28,164,766 169,981

QUOTATION ONLY