

## NOTICE TO POLICYHOLDERS

---

### PENNSYLVANIA “INSURANCE CONSULTATION SERVICES EXEMPTION ACT” NOTICE

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

**Carefully read this notice, your policy, and endorsements attached to your policy.**

An insurance company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for issuance, renewal or continuation of a policy of insurance:

1. Surveys; or
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, are not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors which was a proximate cause of the injury, death or loss; or
2. To consultation services required to be performed under the provisions of a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.



**Regulatory Office**

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

**INSURANCE COMPANY PROVIDING COVERAGE: Indian Harbor Insurance Company**

**POLICE PROFESSIONAL LIABILITY INSURANCE  
DECLARATIONS - (OCCURRENCE)**

**POLICY NUMBER: PPL0951887-03-REN RENEWAL OF: PPL0951887-03**

**NOTICES**

**SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS ARISING FROM LAW ENFORCEMENT OCCURRENCES THAT TAKE PLACE DURING THE POLICY PERIOD. GENERALLY, DEFENSE EXPENSES ARE PAID IN ADDITION TO THE LIMITS OF LIABILITY.**

**PLEASE READ AND REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.**

Item 1. NAMED INSURED:  
Participating Members of the PennPRIME Trust c/o PennPRIME Trust

ADDRESS:  
414 North Second Street  
Harrisburg, PA 17101

Item 2. POLICY PERIOD: (a) Inception Date: 01/01/2022 (b) Expiration Date: 01/01/2023  
(12:01 A.M. Standard Time at the Address Stated in Item 1.)

Item 3. LIMITS OF LIABILITY:

(a) Each **Law Enforcement Occurrence** Limit Of Liability  
\$ Per Schedule **Company's** maximum Limit of Liability for all **Loss**, each **Law Enforcement Occurrence**;

(b) Policy Aggregate Limit of Liability  
\$ Per Schedule **Company's** maximum aggregate Limit of Liability for all **Loss** from all **Claims**, all **Law Enforcement Occurrences**.

Item 4. RETENTION

\$ Per Schedule each and every **Law Enforcement Occurrence**

Item 5. NOTICES REQUIRED TO BE GIVEN TO THE **COMPANY** MUST BE ADDRESSED TO:

AXA XL Claims  
P.O. Box 211547  
Dallas, TX 76211

Phone: 972.383.7186  
Fax: 972.383.7177  
Email: [proclaimnewnotices@axaxl.com](mailto:proclaimnewnotices@axaxl.com)

Item 6. POLICY PREMIUM:  
PA Stamping Fee

Total Policy Premium:

Item 7. ENDORSEMENTS ATTACHED AT POLICY ISSUANCE: REFER TO PGU 2002 0417

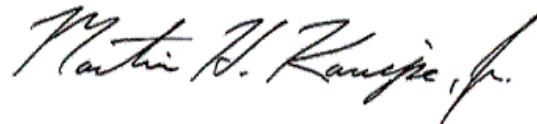
Item 8. PRODUCER NAME: Professional Governmental Underwriters, LLC  
ADDRESS: 4870 Sadler Road, Suite 102  
CITY, STATE, ZIP: Glen Allen, VA 23060

**THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED RELATING TO THIS INSURANCE.**

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is not covered by the Pennsylvania Property and Casualty Insurance Guaranty Association. Placed by: David Grey Lester, Jr, Professional Governmental Underwriters, Inc., 9020 Stony Point Parkway, Suite 455, Richmond, VA 23235

01/04/2022

Date



Authorized Representative

**IN WITNESS**

**INDIAN HARBOR INSURANCE COMPANY**

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

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

All other provisions remain unchanged.

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



---

Joseph Tocco  
President



---

Toni Ann Perkins  
Secretary

## SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
MANU 121	2020-01-01	Nose Endorsement - Unlimited Reporting
PN PA 03	2017-11-01	Notice to Policyholders - Pennsylvania "Insurance Consultation Services Exemption Act" Notice
PGU PPL OCC 2000	2019-08-01	Police Professional Liability Declarations Page - Occurrence
IL MP 9104 0314 IHIC	2014-03-01	In Witness
PGU 2002	2017-04-01	Schedule of Policy Forms and Endorsements
PGU PPL OCC 2001	2017-04-01	Police Professional Liability Occurrence Policy
PGU 1000	2017-04-01	Additional Insureds
PGU 1014	2017-04-01	Amend Defense and Settlement of Claims Change Percentage
PGU 1044	2017-04-01	Delete Exclusion
PGU PPL OCC 1051	2017-04-01	Minimum Earned Premium
PGU PPL OCC 1083	2017-04-01	Punitive Damages - Full Coverage Most Favorable Venue
PGU PPL 1086	2017-04-01	Line of Duty Death Coverage - Family Expenses and Crisis Management Expenses
MANU 53	2018-01-01	General Change - Schedule of Members
MANU 62	2018-01-01	PennPRIME Endorsement - Police Professional
MANU 43	2018-01-01	Additional Insured Training Facilities
MANU 44	2018-01-01	Additional Insured Law Enforcement Services Contracts
MANU 45	2017-10-01	Non-Monetary Relief Defense Reimbursement
XL-PASOP	2010-11-01	Service of Process
PN CW 01	2022-01-01	Notice to Policyholders - Fraud Notice
PN CW 02	2019-01-01	Notice to Policyholders - Privacy Policy

PGU 2002 0417

## SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
PN CW 05	2019-05-01	Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

**POLICE PROFESSIONAL LIABILITY  
INSURANCE COVERAGE FORM  
(OCCURRENCE)**

**TABLE OF CONTENTS**

	<u>Page No.</u>
<b>A. INSURING AGREEMENTS</b> .....	3
1. Police Professional Liability .....	3
2. Supplemental Payments .....	3
3. Emergency Medical Expenses Coverage.....	3
<b>B. DEFENSE AND SETTLEMENT</b> .....	3
<b>C. LIMITS OF LIABILITY / RETENTION</b> .....	4
1. Each Occurrence Limit of Liability .....	4
2. Policy Aggregate Limit of Liability .....	4
3. Retention.....	4
<b>D. EXCLUSIONS</b> .....	4
<b>E. DEFINITIONS</b> .....	5
<b>F. CONDITIONS</b> .....	10
1. Other Insurance .....	10
2. Cooperation .....	10
3. Subrogation.....	10
4. Notice of Claims and Law Enforcement Occurrence.....	10
5. Cancellation; No Obligation to Renew .....	11
6. Representations.....	11
7. Separation of Insureds; Protection for Innocent Insureds .....	11
8. No Action against Us .....	12
9. Inspection and Surveys.....	12
10. Insolvency of Insured.....	12
11. Non-Accumulation of Limits .....	12
12. Territory.....	12
13. Authorization and Notices.....	13

14.	Changes.....	13
15.	Assignment .....	13
16.	Entire Agreement.....	13
17.	Choice of Law .....	13
18.	Premium.....	13
19.	Conformity to Statute .....	13
20.	Headings.....	13



## POLICE PROFESSIONAL LIABILITY INSURANCE COVERAGE FORM (OCCURRENCE)

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and what is not covered. Throughout the Policy the words “**You**” and “**Your**” refer to the **Named Insured**. The words “**We**”, “**Us**”, “**Our**” and the “**Company**” refer to the **Company** providing this insurance.

This Policy is incomplete unless the Declarations and all applicable forms and endorsements are attached. Words and phrases that appear in bold have special meaning and are defined in Section **E. DEFINITIONS**. Singular words shall include the plural, and plural words shall include the singular.

### A. INSURING AGREEMENTS

Subject to the Limits of Liability set forth in the Declarations, and all other terms and conditions of this Policy, **We** agree as follows:

1. Police Professional Liability

**We** will pay on behalf of an **Insured Loss** that the **Insured** becomes legally obligated to pay as a result of a **Claim** against an **Insured** for a **Law Enforcement Occurrence** that takes place during the **Policy Period**.

2. Supplemental Payments

**We** will pay on behalf of an **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by an **Insured** at **Our** request to assist **Us** in the investigation or defense of any **Claim**, including actual loss of earnings of any **Insured**, because of time off from work; provided that the most **We** shall pay shall be \$500 per day, per **Insured**. Such “expenses” shall not include salaries paid to **Your** officials, officers or employees.

3. Emergency Medical Expenses Coverage

**We** will pay on behalf of an **Insured**, in addition to the Limits of Liability set forth in the Declarations, all reasonable expenses incurred by an **Insured** or charged to the **Insured** by third parties, for first aid or emergency medical care or assistance rendered to a person in connection with a **Law Enforcement Occurrence** resulting in **Bodily Injury** that is covered under this Policy.

### B. DEFENSE AND SETTLEMENT

1. **We** will have the right and duty to defend a **Claim** against an **Insured** for a **Law Enforcement Occurrence** covered under Insuring Agreement A.1., even if the allegations of such **Claim** are groundless, false or fraudulent. **We** will have no obligation to pay any **Loss** or **Defense Expenses**, or to defend any **Claim** after the applicable Limit of Liability set forth in Item 3. of the Declarations has been exhausted.

2. For any **Claim** **We** defend under Section B.1., **We** will have the right to make investigations, conduct negotiations and to enter into the settlement of any such **Claim** as **We** deem appropriate, with the consent of the **Insured**. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with **Our** recommendation, then, subject to the applicable Limit of Liability, **Our** liability for such **Claim** will not exceed:

a. The amount for which such **Claim** could have been settled by **Us** plus **Defense Expenses** up to the date the **Insured** refused to settle such **Claim**; plus

- b. Sixty percent (60%) of any **Loss** or **Defense Expenses** in excess of the amount in Section B.2.a. above, incurred in connection with such **Claim**.

### C. LIMITS OF LIABILITY / RETENTION

Regardless of the number of **Claims**, **Insureds** or claimants, **Our** liability is limited as follows:

1. Each Occurrence Limit of Liability:

The amount set forth in Item 3.(a) of the Declarations is the most **We** will pay for all **Loss** in excess of the Retention set forth in Item 4. of the Declarations resulting from all **Claims** for each **Law Enforcement Occurrence** covered under Insuring Agreement A.1. The payment of **Defense Expenses** shall be in addition to, and will not reduce, the Limits of Liability.

2. Policy Aggregate Limit of Liability:

The amount set forth in Item 3.(b) of the Declarations is the most **We** will pay for all **Loss** resulting from all **Claims** covered by this Policy.

3. Retention:

**Our** obligation to pay or reimburse **Loss** or **Defense Expenses** under this Policy will only be in excess of the Retention set forth in Item 4. of the Declarations. **We** will have no obligation to pay all or any portion of any Retention amount on behalf of any **Insured**, although **We** may, at **Our** sole discretion, advance such amount, in which event the **Insureds** agree to repay any amounts so advanced upon written request.

### D. EXCLUSIONS

This Policy shall not apply to any **Claim** arising from or relating to:

1. The performance of any willful misconduct or dishonest, fraudulent, criminal or malicious act, error or omission by an **Insured**; the willful violation by an **Insured** of any law, statute, ordinance, rule or regulation; or an **Insured** gaining any profit, remuneration or advantage to which such **Insured** is not legally entitled.

Notwithstanding the above, **We** will defend the **Insured** or pay or reimburse **Defense Expenses** in connection with a **Claim** otherwise covered by this Policy until and unless the **Insured** admits, is adjudged or is otherwise proven to have committed any act, error or omission subject to this exclusion, in which case the **Insured** shall reimburse **Us** for any **Defense Expenses** advanced to or paid on behalf of such **Insured**.

2. War, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution; or **Terrorism**.
3. The actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, seepage, migration, release, growth, infestation, spread, escape, treatment, removal or disposal of, any **Pollutant**; any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Pollutant**; or any action taken in contemplation or anticipation of any such regulation, order, direction or request; provided that this exclusion shall not apply to the handling or use of tear gas, mace, pepper spray or any similar substance used by an **Insured** in the ordinary course of **Law Enforcement Activities**.

4. An actual or alleged violation of the Fair Labor Standards Act, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, any workers' compensation, unemployment insurance, social security, or disability benefits law, other similar provisions of any federal, state or local statutory or common law or any rules or regulations promulgated under any of the foregoing, including, but not limited to, any actual or alleged improper payroll practices, wage and hour policies, and payment of overtime or vacation pay.
5. An actual or alleged **Employment Practices Wrongful Act**.
6. The actual or alleged performance of or failure to perform medical services by an **Insured** or any person or entity for whom an **Insured** may be legally liable; provided that this exclusion will not apply to any **Insured** who, in good faith, renders first aid or emergency medical care or assistance to any ill or injured person that results in **Personal Injury** or **Bodily Injury** otherwise covered under this Policy.
7. Liability assumed by an **Insured** under any contract or agreement; provided that this exclusion shall not apply to liability assumed in an **Insured Contract** where the **Law Enforcement Occurrence** occurs after the execution of such **Insured Contract**, or liability that the **Insured** would have had in the absence of the contract or agreement.
8. For **Personal Injury**, **Bodily injury**, or **Property Damage** sustained by any paid full time or part time and/or auxiliary or volunteer law enforcement officer of the **Named Insured** directly or indirectly related to his or her employment by the **Named Insured**.
9. **Property Damage** or **Bodily Injury** arising from the ownership, maintenance, operation, use, entrustment to others, **Loading or Unloading** or negligent entrustment of any **Auto**, watercraft, aircraft (including **Unmanned Aircraft**), motorcycle or other motorized means of transportation owned or operated by, or rented or loaned to, any **Insured** or operated by any person in the course of his or her employment for the **Insured**.
10. **Property Damage** to property owned or rented by, loaned to, or occupied by, any **Insured**; premises that have been sold, given away, or abandoned by the **Insured** if the **Property Damage** arises out of any part of those premises; or property in the **Insured's** care, custody and control. This exclusion shall not apply to property of persons, other than **Insureds**, at the time of arrest, custody or incarceration.
11. The actual or alleged transmission of, or exposure to, any communicable disease, including, but not limited to, Acquired Immune Deficiency Syndrome, tuberculosis or hepatitis.
12. The performance of any law enforcement-related professional services by any **Insured** for any entity or individual other than **You**; provided, however, that this exclusion shall not apply if such professional services constitute **Law Enforcement Activities**.

## E. DEFINITIONS

Whenever used in this Policy, the term:

1. **Application** means all applications submitted to **Us**, including any and all attachments and other materials submitted to **Us** in connection with the underwriting of this Policy or for any other policy of which this Policy is a renewal.
2. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
3. **Bodily Injury** means physical injury, mental anguish, emotional distress, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. **Claim** means:
  - a. A written demand for monetary damages;
  - b. A written request to toll or waive any statute of limitations, or to waive any contractual time bar, relating to a potential suit against an **Insured** for a **Law Enforcement Occurrence**;
  - c. A civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding;
  - d. A criminal proceeding that is commenced by the return of an indictment or similar document;
  - e. An administrative or regulatory proceeding or investigation, commenced by the filing of a notice of charges, formal order of investigation or similar document; or
  - f. An arbitration proceeding or other alternative dispute resolution proceeding, in which monetary damages are claimed and to which the **Insured** must submit or does submit with **Our** consent.
  
5. **Defense Expenses** means reasonable legal fees and expenses **We** incur for the investigation, defense and appeal of a **Claim** by attorney(s) retained by **Us**, as well as all other fees, costs or expenses resulting from the investigation, adjustment, defense and appeal of such **Claim** by **Us**, or by **You** with **Our** prior, written consent. Defense Expenses does not include any expenses incurred by **You** prior to the date a **Claim** is first reported to **Us**, nor does it include the time and expense incurred by **You** in resolving a **Claim**, including but not limited to the costs of **Your** in-house counsel.
  
6. **Employment Practices Wrongful Act** means any of the following, when alleged by any of **Your** past or present Employees or any applicant for employment with **You**, in connection with that person's actual or proposed employment relationship with **You**:
  - a. Wrongful dismissal, discharge or termination of employment, whether actual or constructive;
  - b. Harassment (including sexual harassment whether "quid pro quo", hostile work environment or otherwise);
  - c. Discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability or any basis prohibited by federal, state or local laws;
  - d. Breach of any manual of employment policies or procedures issued to the **Insureds** by **You**;
  - e. Retaliatory action in response to that employee's:
    - (1) disclosure or threat of disclosure of any act by an **Insured** alleged to be a violation of any federal, state, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder;
    - (2) actual or attempted exercise of any right that employee has under law;
    - (3) filing of any **Claim** under the Federal False Claims Act or any other federal, state, local or foreign "whistle-blower" law;

- f. Misrepresentation, libel, slander, humiliation, defamation, invasion of privacy, infliction of emotional distress or mental anguish;
  - g. Wrongful failure to employ or promote, wrongful deprivation of career opportunity, including tenure, wrongful demotion or evaluation or wrongful discipline; or
  - h. Breach of a contract to commence or continue employment with **You**.
7. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
8. **Insured** means:
- a. **You**;
  - b. **Your** past, present or future, full or part-time employees;
  - c. **Your** past, present or future, lawfully elected, appointed or employed officials, but only with respect to liability arising out of **Law Enforcement Activities**;
  - d. Past, present or future auxiliary and volunteer law enforcement officers, and reserves serving under **Your** direction and control, with respect to liability arising out of **Law Enforcement Activities**;
  - e. In the event of death, incapacity or bankruptcy of a natural person Insured such Insured's estates, heirs, legal representatives or assigns but only in connection with a **Claim** arising from an alleged **Law Enforcement Occurrence** caused by such natural person Insured;
  - f. The lawful spouse or domestic partner of any individual Insured identified in the paragraphs above, but only with respect to liability arising out of **Law Enforcement Occurrences** committed by such individual, and provided that such spouse or domestic partner is represented by the same counsel as such individual with respect to any **Claim**;
  - g. The political subdivision in which **You** are located, and **Your** elected, appointed or employed officials, but only with respect to vicarious liability arising out of **Your Law Enforcement Activities**;
  - h. If **You** are providing **Law Enforcement Activities** for an educational institution, the educational institution and its employees and administrators are Insureds, but only with respect to vicarious liability arising out of **Your Law Enforcement Activities**.
9. **Insured Contract** means a written mutual law enforcement assistance agreement between **You** and another government entity or political subdivision under which **You** assume the tort liability of such government entity or political subdivision to pay for **Personal Injury, Bodily Injury or Property Damage**.
10. **Law Enforcement Activities** means:
- a. Law enforcement-related duties conducted by any **Insured** for or on behalf of **You**;
  - b. **Off-Duty Activities**;
  - c. Law enforcement assistance rendered by an **Insured** pursuant to an **Insured Contract**; or
  - d. Any special event or activity conducted by an **Insured** for or on behalf of **You**; provided that there is no increase in staffing for **You** due to such special event or activity.

11. **Law Enforcement Occurrence** means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which takes place during the **Policy Period** and results in:
  - a. **Personal Injury**, and which arises out of, and is committed during the course and scope of, **Law Enforcement Activities**;
  - b. **Bodily Injury** or **Property Damage**, and which arises out of the ownership, maintenance or use of **Premises** by the **Insured** for the purpose of conducting **Law Enforcement Activities**; or
  - c. **Bodily Injury** or **Property Damage**, and which results from an actual or alleged act, error or omission, neglect or breach of duty by an **Insured** that arises out of, and is committed during the course and scope of **Law Enforcement Activities**.
  
12. **Loading or Unloading** means the handling of property:
  - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
  - b. While it is in or on any aircraft, watercraft or **Auto**; or
  - c. While it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered.

Loading or Unloading shall not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.
  
13. **Loss** means any monetary amount an **Insured** is legally obligated to pay as a result of a **Law Enforcement Occurrence** covered by this Policy, including but not limited to judgments and settlements, pre-judgment interest and post-judgment interest. Loss does not include **Defense Expenses**, fines, taxes or penalties; punitive or exemplary damages or the multiplied portion of a multiple damages award; amounts that may be deemed uninsurable under the law pursuant to which this Policy is construed; or relief or redress in any form other than monetary damages, including the cost of complying with any injunctive, declaratory or equitable relief, remedy or order.
  
14. **Named Insured** means the entity set forth in Item 1. of the Declarations.
  
15. **Off-Duty Activities** means departmentally approved, law enforcement-related, off-duty activities or services performed by an **Insured**, or employment of an **Insured** for an entity other than **You**, as disclosed on the **Application** for this Policy.
  
16. **Personal Injury** means the following:
  - a. Assault and battery;
  - b. Discrimination, where insurable by law;
  - c. False arrest, detention or imprisonment;
  - d. Malicious prosecution;
  - e. Erroneous, false or improper service of process;
  - f. Humiliation or mental distress;

- g. The publication or utterance of a libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy, except publications or utterances in the course of telecasting activities by or on behalf of the **Insured**;
  - h. Violation of civil rights protected under 42 USC 1981 et seq. or under any similar state civil rights law;
  - i. Violation of property rights; and
  - j. Wrongful entry, eviction, or other invasion or denial of the right to public or private occupancy.
17. **Policy Period** means the period from the Inception Date of this Policy set forth, in Item 2. of the Declarations, to the Expiration Date of this Policy set forth in Item 2. of the Declarations, or to any earlier cancellation date of this Policy.
18. **Pollutant** means any of the following:
- a. Smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including medical or pharmaceutical supplies and materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants;
  - b. Mold(s), mildew(s), fungi and/or spore(s); or any materials, goods or products containing, harboring or nurturing any such mold(s), mildew(s), fungi and/or spore(s);
  - c. Lead, silica or asbestos, whether or not airborne as a particle, contained in or formed as part of a product, structure or other real or personal property, ingested or inhaled or transmitted in any fashion, or found in any form whatsoever; or
  - d. Nuclear reaction, radioactive contamination or any radiation of any kind, including but not limited to nuclear radiation and electromagnetic radiation.
- Pollutant shall not include heat, smoke or fumes resulting from a **Hostile Fire** at or from the **Premises**.
19. **Premises** means the following, if located in the continental United States:
- a. The location designated in Item 1. of the Declarations, including the ways and means adjoining such premises on land;
  - b. Any jail, holding cell, detention or lock-up facility, owned or leased by, and operated by, **You** at the location designated in Item 1. of the Declarations; and
  - c. Any other location specifically scheduled in an endorsement to this Policy.
20. **Property Damage** means physical injury to or destruction of tangible property, including loss of use thereof at any time resulting therefrom; or the loss of use of tangible property that has not been physically injured or destroyed.
21. **Terrorism** means "Certified Acts" as defined by the Terrorism Risk Insurance Act of 2002, or any subsequent amendments or reauthorizations of such Act (TRIA).
22. **Unmanned Aircraft** means an aircraft that is designed, manufactured, or modified after it is manufactured, to be controlled remotely by a person outside the aircraft.

## F. CONDITIONS

### 1. Other Insurance:

Insurance provided under this Policy will be excess of and will not contribute with other valid and collectible insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy by reference in such other policy to the Policy number of this Policy. This Policy will not be subject to the terms of any other insurance.

In the event that coverage is available for a **Claim** under any other insurance policy that applies to claims for bodily injury, personal injury or property damage, **We** will have no duty to defend such **Claim**, or to pay any **Defense Expenses** incurred by **You** or on **Your** behalf, or to contribute to or reimburse **Defense Expenses** incurred by such other insurance policy in connection with such **Claim**.

### 2. Cooperation:

In the event of a **Claim**, the **Insured** will provide **Us** with all information, assistance and cooperation that **We** reasonably request, and will do nothing that may prejudice **Our** position or potential or actual rights of recovery. The **Insured** shall not make any payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without **Our** consent. At **Our** request, the **Insured** will assist in any actions, suits, or proceedings, including but not limited to attending hearings, trials and depositions, securing and giving evidence, and obtaining the attendance of witnesses, and will also assist in making settlements.

### 3. Subrogation:

**We** will be subrogated to the extent of any payment **We** make under this Policy to all of the rights of recovery of the **Insured**. The **Insured** will execute all papers and do everything necessary to secure such rights, including the execution of any documents necessary to enable **Us** to bring suit in their name. The obligations of the **Insured** under this condition will survive the expiration or cancellation of the Policy.

### 4. Notice of Claims and Law Enforcement Occurrence:

- a. As a condition precedent to any right to payment under this Policy, the **Insured** must give **Us** written notice of any **Law Enforcement Occurrence** that may subsequently give rise to a **Claim**, including a description of the **Law Enforcement Occurrence**, the identities of the potential claimants, the consequences that have resulted or may result from such **Law Enforcement Occurrence**, the damages that have resulted or may result from such **Law Enforcement Occurrence** and the circumstances by which the **Insured** first became aware of such **Law Enforcement Occurrence**.
- b. As a further condition precedent to any right to payment under this Policy, the **Insured** must give **Us** written notice of any **Claim**, with full details, as soon as practicable after such **Claim** is made and **Your** senior officer, official or administrator becomes aware of such **Claim**.
- c. All notices under this condition must be sent in writing to the address or email address set forth in Item 5. of the Declarations.



- d. All **Loss** from **Claims** based on or arising out of the same act or interrelated acts of one or more **Insureds**, or the same or interrelated **Law Enforcement Occurrences** will be deemed to arise out of a single **Law Enforcement Occurrence**, which **Law Enforcement Occurrence** shall be deemed to take place at the time of the first event resulting in **Personal Injury, Bodily Injury or Property Damage**, and only one Each Occurrence Limit of Liability, and only one Retention, will be applicable to all such **Loss**.

All **Loss** from **Claims** based on or arising out of (1) a riot, (2) a civil disturbance resulting in an official proclamation of a state of emergency, (3) a temporary curfew, or (4) martial law, will be deemed to arise out of a single **Law Enforcement Occurrence**.

5. **Cancellation; No Obligation to Renew:**

- a. **We** may not cancel this Policy except for **Your** failure to pay a premium when due. **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice of cancellation at least twenty (20) days before the effective date of cancellation. Such notice shall state the reason for cancellation. A copy of such notice shall be sent to the agent of record.
- b. **You** may cancel this Policy by mailing to **Us** written notice stating when, not later than the Expiration Date set forth in Item 2. of the Declarations, such cancellation will be effective. In such event, return premium will be computed as 0.90 times the pro rata unearned premium shown in Item 6. of the Declarations and rounded to the nearest whole dollar. Premium adjustment may be made either at the time cancellation by **You** is effective or as soon as practicable thereafter. If **Our** maximum aggregate Limit of Liability, as set forth Item 3.(b) of the Declarations, is exhausted by the payment of **Loss**, the entire premium will be deemed fully earned.
- c. **We** will not be required to renew this Policy upon its expiration. If **We** elect not to renew this Policy, **We** will deliver or mail by first class, registered or certified mail to **You** at **Your** last known address, written notice to that effect at least sixty (60) days before the Expiration Date set forth in Item 2. of the Declarations. Such notice shall state the specific reason(s) for non-renewal. A copy of such notice shall be sent to the agent of record.

6. **Representations:**

The **Named Insured** represents that the statements contained in the **Application** are true, accurate and complete, and agrees that this Policy is issued in reliance upon the truth thereof, which are deemed to be incorporated into and to constitute a part of this Policy.

7. **Separation of Insureds; Protection for Innocent Insureds:**

- a. In the event of any material untruth, misrepresentation or omission in connection with any of the particulars or statements in the **Application**, this Policy will be void:
- (1) with respect to any natural person **Insured** who knew of such untruth, misrepresentation or omission; and
  - (2) with respect to **You**, if, and only if, **Your** Chief of Police or Deputy Chief of Police, or any other person in a functionally equivalent position, knew of such untruth, misrepresentation or omission.

- b. No act, error or omission of any **Insured** will be imputed to any other **Insured** to determine the application of any exclusion set forth in Section D. of this Policy. If it is determined that an exclusion applies to an **Insured** in connection with a **Claim**, no coverage shall be available under this Policy for such **Insured**, however, coverage shall continue in effect under this Policy for any other **Insured**, subject to all other terms, conditions, and exclusions herein.

8. **No Action against Us:**

- a. No action may be taken against **Us** unless, as conditions precedent thereto, there has been full compliance with all of the terms of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment against the **Insured** after adjudicatory proceedings, or by written agreement of the **Insured**, the claimant and **Us**.
- b. No person or entity will have any right under this Policy to join **Us** as a party to any **Claim** to determine the liability of any **Insured**; nor may **We** be impleaded by an **Insured** or his, her or its legal representative in any such **Claim**.

9. **Inspection and Surveys:**

- a. **We** have the right, but are not obligated to:
  - (1) make inspections and surveys at any time;
  - (2) give reports on the conditions **We** find; and
  - (3) recommend changes to the **Insured**.
- b. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. **We** do not undertake any duty to provide for the health or safety of any person and **We** do not represent or warrant that conditions are safe or healthful, or comply with any laws, regulations, codes or standards.
- c. This condition applies to **Us** and any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations on **Our** behalf.

10. **Insolvency of Insured:**

**We** will not be relieved of any of **Our** obligations under this Policy by the bankruptcy or insolvency of an **Insured**.

11. **Non-Accumulation of Limits:**

If coverage is provided under this Policy and any other policy or policies underwritten or reinsured by **Us** to **You**, the maximum amount payable in the aggregate under this Policy and all such other policies shall not exceed the single highest Limit of Liability available under all such policies. Only one retention or deductible will apply, which shall be the retention or deductible corresponding to the Limit of Liability applied to the **Claim**.

12. **Territory:**

This Policy applies to **Law Enforcement Occurrences** committed by an **Insured**, or to any **Claim** brought against any **Insured**, anywhere in the world.

13. **Authorization and Notices:**

The **Insureds** agree that **You** will act on their behalf with respect to receiving any notices and return premiums from **Us**.

14. **Changes:**

This Policy contains all the agreements between any and all **Insureds** and **Us** concerning this insurance. The **Named Insured** is authorized on behalf of all **Insureds** to make changes in the terms of this Policy with **Our** consent. This Policy's terms can be amended or waived only by endorsement issued by **Us** and made part of this Policy.

15. **Assignment:**

No assignment of interest under this Policy will bind **Us** without **Our** consent.

16. **Entire Agreement:**

The **Insured** agrees that this Policy, including the **Application** and any endorsements, constitutes the entire agreement between every **Insured** and **Us** or any of **Our** agents relating to this insurance.

17. **Choice of Law:**

All matters arising hereunder, including but not limited to questions related to the validity, interpretation, performance and enforcement of this Policy, shall be determined in accordance with the law and practice of the State of New York, notwithstanding New York's conflicts of law rules.

18. **Premium:**

The **Named Insured** shall be responsible for payment of all premiums and will be the payee of any return premium. The Policy premium may be changed at any time if the Policy terms and conditions are changed by, among other things, adding additional insureds, changing limits of liability or extending the Policy Period. The **Named Insured** or its designee agrees to pay all increased premiums promptly in accordance with the **Company's** invoices.

19. **Conformity to Statute:**

All terms of this Policy that conflict with any applicable laws or regulations are hereby amended to conform to such laws or regulations.

20. **Headings:**

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

**In witness whereof, We have caused this Policy to be executed on the Declarations Page.**

ENDORSEMENT NO. \_\_\_\_\_

**ADDITIONAL INSUREDS**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

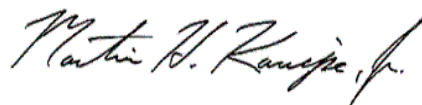
Policy No.: PPL0951887-03-REN  
Issued to: Participating Members of the PennPRIME Trust c/o PennPRIME Trust  
Issued by: Indian Harbor Insurance Company

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

Section **E. DEFINITIONS, Insured** as defined in the Policy is amended to include:

Nittany Mall, In Care of Namdar Realty, only for the liability arising from activities performed by or on behalf of Ferguson Township, Pennsylvania Chiefs of Police Association, only for the liability arising from activities performed by or on behalf of Kingston Township

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



---

(Authorized Representative)

ENDORSEMENT NO. \_\_\_\_\_

**AMEND DEFENSE AND SETTLEMENT OF CLAIMS  
CHANGE PERCENTAGE**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No.: PPL0951887-03-REN

Issued to: Participating Members of the PennPRIME Trust c/o PennPRIME Trust

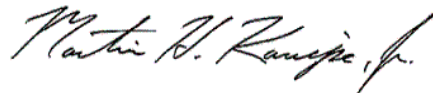
Issued by: Indian Harbor Insurance Company

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

Section **B. DEFENSE AND SETTLEMENT**, Item 2. is amended to read as follows:

2. For any **Claim We** defend under Section **B. DEFENSE AND SETTLEMENT**, Item 1., **We** will have the right to make investigations, conduct negotiations and enter into the settlement of any such **Claim** as **We** deem appropriate, with the consent of the **Insured**. If the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with **Our** recommendation, then, subject to the applicable Limit of Liability, **Our** liability for such **Claim** will not exceed:
  - a. The amount for which such **Claim** could have been settled by the **Us** plus **Defense Expenses** up to the date the **Insured** refused to settle such **Claim**; plus
  - b. eighty percent ( 80 %) of any **Loss** or **Defense Expenses** in excess of the amount in Section B.2.a. above, incurred in connection with such **Claim**.

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



\_\_\_\_\_  
(Authorized Representative)

ENDORSEMENT NO. \_\_\_\_\_

**DELETE EXCLUSION**

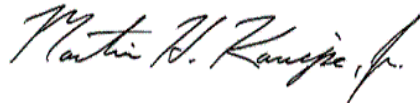
This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No.: PPL0951887-03-REN  
Issued to: Participating Members of the PennPRIME Trust c/o PennPRIME Trust  
Issued by: Indian Harbor Insurance Company

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

Section **D. EXCLUSIONS**, Item D.11, is deleted in its entirety.

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



---

(Authorized Representative)

**MINIMUM EARNED PREMIUM**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No.: PPL0951887-03-REN  
Issued to: Participating Members of the PennPRIME Trust c/o PennPRIME Trust  
Issued by: Indian Harbor Insurance Company

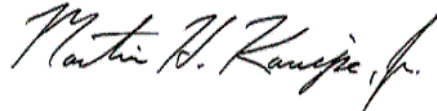
In consideration of the premium charged, it is hereby agreed that:

Section **F. CONDITIONS**, Item 5. **Cancellation; No Obligation to Renew**, Paragraph b. is deleted in its entirety and replaced as follows:

- b. **You** may cancel this Policy by mailing **Us** written notice stating when, no later than the Expiration Date set forth in Item 2. of the Declarations, such cancellation will be effective. In such event, the earned premium amount to be retained by **Us** will be the greater of:
- (1) The amount computed in accordance with the customary short rate table and procedure;
  - (2) 25 % of the total policy premium shown in Item 6. of the Declarations; or
  - (3) \$1,500.00 .

Premium adjustment may be made either at the time that cancellation by the **Named Insured** is effective or as soon as practicable thereafter. If **Our** maximum aggregate Limit of Liability, as set forth Item 3.(b) of the Declarations, is exhausted by the payment of **Loss**, the entire premium will be deemed fully earned.

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



\_\_\_\_\_  
(Authorized Representative)

ENDORSEMENT NO. \_\_\_\_\_

**PUNITIVE DAMAGES - FULL COVERAGE  
MOST FAVORABLE VENUE**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No.: PPL0951887-03-REN  
Issued to: Participating Members of the PennPRIME Trust c/o PennPRIME Trust  
Issued by: Indian Harbor Insurance Company

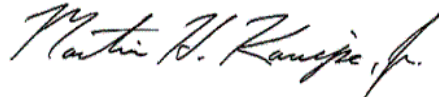
In consideration of the premium charged, it is hereby agreed that:

Section **E. DEFINITIONS**, Item 13. the definition of **Loss** is amended to read as follows:

13. **Loss** means any monetary amount that an **Insured** is legally obligated to pay as a result of a **Law Enforcement Occurrence** covered by this Policy, including but not limited to judgments and settlements, pre-judgment interest and post-judgment interest, and punitive or exemplary damages, where insurable. For purposes of determining the insurability of punitive or exemplary damages under this Policy, the laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction:
- a. Is the location of the court that awarded or imposed such damages;
  - b. Is where **You** are incorporated or otherwise organized or has its principal place of business; or
  - c. Is where **We** are incorporated or otherwise organized or has its principal place of business.

Loss does not include **Defense Expenses**, fines, taxes or penalties; the multiplied portion of a multiple damages award; other amounts that may be deemed uninsurable under the law pursuant to which this Policy is construed; or relief or redress in any form other than monetary damages, including the cost of complying with any injunctive, declaratory or equitable relief, remedy or order.

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



\_\_\_\_\_  
(Authorized Representative)



**LINE OF DUTY DEATH COVERAGE  
FAMILY EXPENSES AND CRISIS MANAGEMENT EXPENSES**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No.: PPL0951887-03-REN  
Issued to: Participating Members of the PennPRIME Trust c/o PennPRIME Trust  
Issued by: Indian Harbor Insurance Company

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

- I. Section **A. INSURING AGREEMENTS** is amended by the addition of the following:
  4. Line of Duty Death Coverage:

**We** will reimburse **You**, subject to the applicable Limit of Liability set forth below, for those **Family Expenses** and **Crisis Management Expenses**, in excess of the applicable Retention, which are actually paid by **You**; provided always that such **Family Expenses** and **Crisis Management Expenses** directly arise from a **Line of Duty Crisis Event** that occurs during the **Policy Period** and is reported to **Us** in accordance with Section VII. of this Endorsement.
- II. In addition to the Limits of Liability set forth in Item 3. of the Declarations, the following Limits of Liability shall also apply to the coverage provided pursuant to this Endorsement:
  1. Crisis Management and Family Expenses:

An amount up to \$50,000 shall be the maximum amount reimbursed by **Us** for all **Crisis Management Expenses** and **Family Expenses** paid or incurred by **You** and resulting from each **Line of Duty Crisis Event**, regardless of the number of law enforcement officers whose death may result from such **Line of Duty Crisis Event**;
  2. Aggregate Amount Payable:

An amount up to \$100,000 shall be the maximum amount reimbursed by **Us** for all **Crisis Management Expenses** and **Family Expenses** paid or incurred by **You**, for all **Line of Duty Crisis Events** which occur during the **Policy Period**.
- III. The following Retention shall apply to all **Family Expenses** and **Crisis Management Expenses** for which reimbursement is sought pursuant to this Endorsement:

Retention: \$0 each and every **Line of Duty Crisis Event**.
- IV. Solely with respect to the coverage provided pursuant to this Endorsement, the following definitions shall apply:
  1. **Line of Duty Crisis Event** means:

The occurrence of a felony criminal act, during which a law enforcement officer who:

    - a. Qualifies as an **Insured** under this Policy;

- b. While on-duty, received a call to respond to such felony criminal act from the **Named Insured** and was under the direct supervision of **You** during the response to such felony criminal act; and
  - c. Sustains an injury which directly results in the law enforcement officer's death (a Fatal Injury).
2. **Crisis Management Expenses** means the reasonable and necessary fees and expenses paid or incurred by **You** in response to a **Line of Duty Crisis Event**. Such expenses must be for services performed by a **Crisis Management Firm** to minimize potential harm to the name or reputation of the **Named Insured** arising from such **Line of Duty Crises Event**, including but not limited to maintaining and restoring public confidence in **You** and providing advice to the **Named Insured**.

Provided, however, that Crisis Management Expenses shall not include:

- a. Any fees or expenses related to civil or criminal investigations, civil or criminal proceedings, administrative proceedings or hearings, or litigation;
  - b. **Your** overhead expenses or any salaries, wages, fees or any contractual benefits of **Employees** (including but not limited to any life insurance or disability benefits, or any insurance premium payments for which **You** are contractually liable); or
  - c. The cost of medical, psychiatric or counseling services, regardless of the actual payee for such services or payments and whether or not made as a voluntary payment by **You** and even if provided by a **Crisis Management Firm**.
3. **Crisis Management Firm** means any public relations firm, crisis management firm or law firm hired or appointed by **You** to perform or provide the services described above in Definition 2. above.
4. **Family Expenses** means reasonable and necessary amounts paid or incurred by **You** and directly resulting from the **Line of Duty Crisis Event**, to compensate or reimburse any natural or adoptive parent, legal guardian, spouse, or child of a law enforcement officer whose death resulted from a **Line of Duty Crises Event**.

For the purpose of this definition, the following are deemed to be reasonable and necessary amounts:

- a. Funeral expenses;
  - b. Burial costs;
  - c. Coach air transportation or ground transportation and standard class hotel accommodations for members of the law enforcement officer's immediate family to attend services for the officer; or
  - d. Any other expenses or disbursements as approved by both the **Named Insured** and **Us** in advance.
- V. Section III. **EXCLUSIONS**, Item 8. shall not apply with respect to any coverage specifically afforded pursuant to this LINE OF DUTY DEATH COVERAGE Endorsement.

VI. Additional Exclusions:

No coverage shall be available to **You** pursuant to this Endorsement for any **Line of Duty Crisis Event** arising from or relating to:

1. The ownership, maintenance, operation, use or entrustment to others of an **Auto**;
2. An actual or attempted suicide by the law enforcement officer;
3. Acts, whether intentional or not, by members of the law enforcement officer's immediate family members or members of the law enforcement officer's household; or
4. War, whether or not declared, or any act or condition incidental to war, including civil war, insurrection, rebellion or revolution, or **Terrorism**.

No coverage shall be available to the **Named Insured** pursuant to this Endorsement, if:


1. The law enforcement officer suffers a heart attack or stroke more than seventy-two (72) hours after the **Line of Duty Crisis Event**, which causes his death; or
2. The law enforcement officer, either before or after the **Line of Duty Crisis Event**, has conditions, symptoms or treatments related to the Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), or any other communicable disease.

VII As a condition precedent to coverage under this Endorsement for **Crisis Management Expenses** and **Family Expenses**:

1. The **Line of Duty Crisis Event** must take place during the **Policy Period**;
2. The death of the law enforcement officer must occur within six (6) months from the date of the **Line of Duty Crisis Event**;
3. **Family Expenses** must be paid or incurred by **You** within sixty (60) days after the date of death of the law enforcement officer;
4. **Crisis Management Expenses** must be paid or incurred by **You** on or after the date of the **Line of Duty Crisis Event** and within one hundred and eighty (180) days after the date or death of the law enforcement officer;
5. **You** must notify **Us**, in writing, as soon as practicable after the **Crisis Management Event** and no later than sixty (60) days after the date the death of the law enforcement officer takes place, and provide a complete and detailed summary of the **Crisis Management Expenses** and **Family Expenses** incurred or expected to be incurred;
6. Written notice to **Us** must be as complete as possible, stating how, when and where such **Line of Duty Crisis Event** took place, the name of the law enforcement officer whose death resulted therefrom, the nature of the Fatal Injury sustained, and the date of death.
7. All **Crisis Management Expenses** and **Family Expenses** for which reimbursement is being requested by **You** must be submitted to **Us** with a detailed explanation as soon as practicable and no later than ninety (90) days after from the date that such expenses are paid or incurred.

VIII. **We** will be permitted, but not obligated, to request an independent autopsy of the law enforcement officer, as allowed by law and at its own expense, prior to making any payments or reimbursements to **You** under this Endorsement.

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

A handwritten signature in black ink, reading "Martin H. Kausje, Jr." in a cursive script. The signature is positioned above a horizontal line.

(Authorized Representative)

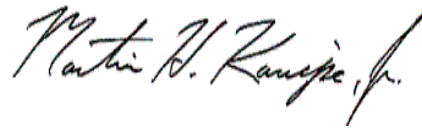
ENDORSEMENT NO. \_\_\_\_\_

**GENERAL CHANGE – SCHEDULE OF MEMBERS**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No. PPL0951887-03-REN  
Issued to Participating Members of the PennPRIME Trust  
Issued by Indian Harbor Insurance Company

It is hereby understood and agreed that the Schedule of Members is as follows:



---

Authorized Representative

Schedule of Participating Members of the PennPRIME Trust  
Police Professional Liability  
2022-2023

	Insured Name	Limit	Retention	Premium
1	Borough of Bangor	1,000,000 / 1,000,000	25,000	\$6,613
2	Borough of Camp Hill	5,000,000 / 5,000,000	2,500	\$10,235
3	Ferguson Township	3,000,000 / 3,000,000	2,500	\$21,065
4	City of Greensburg	3,000,000 / 3,000,000	2,500	\$27,764
5	Kingston Township	1,000,000 / 1,000,000	10,000	\$4,766
6	City of Lock Haven	1,000,000 / 1,000,000	2,500	\$7,684
7	City of Lower Burrell	2,000,000 / 2,000,000	2,500	\$25,221
8	Township of Manheim	5,000,000 / 5,000,000	5,000	\$95,554
9	Borough of Masontown	3,000,000 / 3,000,000	5,000	\$3,715
10	Borough of Phoenixville	3,000,000 / 3,000,000	10,000	\$24,608
11	Borough of Punxsutawney	5,000,000 / 5,000,000	10,000	\$13,065
12	Borough of State College	5,000,000 / 5,000,000	25,000	\$87,105
13	Borough of Penbrook	2,000,000 / 2,000,000	5,000	\$6,798
14	Susquehanna Township	3,000,000 / 3,000,000	5,000	\$39,232
15	City of Titusville	2,000,000 / 2,000,000	2,500	\$7,897
16	Uwchlan Township	4,000,000 / 4,000,000	2,500	\$27,607
17	Woodward Township Supervisors	2,000,000 / 2,000,000	2,500	\$6,133
18	Ligonier Valley Police Department	3,000,000 / 3,000,000	<b>15,000</b>	<b>\$9,852</b>
19	City of Warren	3,000,000 / 3,000,000	25,000	\$25,239
			Total	450,153

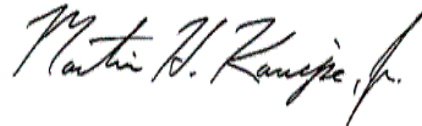
ENDORSEMENT NO. \_\_\_\_\_

**PENNPRIME ENDORSEMENT – POLICE PROFESSIONAL**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No. PPL0951887-03-REN  
Issued to Participating Members of the PennPRIME Trust  
Issued by Indian Harbor Insurance Company

1. Exclusions, Conduct – It is understood and agreed that Exclusions D. 1 is amended to include the following: This exclusion will only apply in the event of final non-appealable adverse adjudication unless the Insured pleads guilty or nolo contendere.
2. Definitions, Claim – It is understood and agreed that the definition of **Claim** (E.4) is amended to include: civil and criminal investigations. This includes matters commenced by service of a subpoena, target letter or written notice from an investigating authority identifying such insured person as an individual against whom a proceeding may be commenced.
3. Conditions, Waiver of Subrogation – It is understood and agreed that the following is added to Conditions, Section F.3 Subrogation – A waiver of subrogation except for intentional acts as determined by final non-appealable adjudication unless the insured pleads guilty or nolo contendere.



\_\_\_\_\_  
Authorized Representative

ENDORSEMENT NO. \_\_\_\_\_

**Additional Insured Training Facilities**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No. PPL0951887-03-REN  
Issued to Participating Members of the PennPRIME Trust c/o PennPRIME Trust  
Issued by Indian Harbor Insurance Company

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

It is understood and agreed that the person(s) or organization(s) designated below is an additional insured, but only for liability resulting from a wrongful act(s) which arise out of the Named Insured's law enforcement activities.

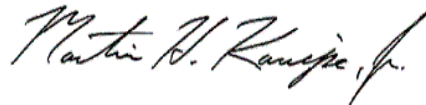
Designated Additional Insured(s):

The owner of a facility with whom the Named Insured has a written and executed agreement pertaining to the Named Insured's use of the facility for the purpose of law enforcement related training.

The Insurance afforded to the Designated Additional Insured(s) only applies to the extent permitted by law. The most we will pay on behalf of the Designated Additional Insured(s) is the amount of insurance:

1. Required in the written and executed agreement; or
2. The available limits of this insurance; whichever is less.

All other provisions of this policy remain unchanged



\_\_\_\_\_  
Authorized Representative



ENDORSEMENT NO. \_\_\_\_\_

**Additional Insured Law Enforcement Services Contracts**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No. PPL0951887-03-REN  
Issued to Participating Members of the PennPRIME Trust c/o PennPRIME Trust  
Issued by Indian Harbor Insurance Company

In consideration of the premium charged and subject to the terms, conditions and exclusions of the policy, it is understood and agreed that we will defend and indemnify as an additional insured any political subdivision with whom the Named Insured has a written and executed contract or agreement to provide law enforcement services, other than mutual law enforcement assistance agreements, provided always that:

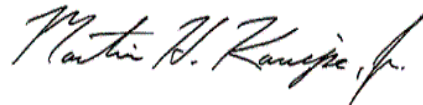
1. the agreement is in full force and effect at the time of the Occurrence
2. the agreement clearly stipulates the services that the Named Insured will provide, and
3. the agreement stipulates the remuneration to the Named Insured for those services.

This extension of coverage only applies to liability arising from activities of an Insured performed by or on behalf of the Named Insured where the other political subdivision is named as a co-defendant in a claim or lawsuit alleging a Wrongful Act arising from the Named Insured's law enforcement activities.

The insurance afforded to the Additional Insured(s) only applies to the extent permitted by law. The most we will pay on behalf of the Additional Insured(s) is the lesser of:

1. the amount of insurance required in the written and executed contract or agreement, or
2. the available limits of this policy.

All other terms and conditions remain unchanged.



\_\_\_\_\_  
Authorized Representative

**NON-MONETARY RELIEF DEFENSE REIMBURSEMENT**

This Endorsement, effective at 12:01 a.m. on 01/01/2022 , forms part of

Policy No. PPL0951887-03-REN  
Issued to Participating Members of the PennPRIME Trust c/o PennPRIME Trust  
Issued by Indian Harbor Insurance Company

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

- I. We will reimburse **Defense Expense** incurred by an **Insured** in connection with a **Claim** exclusively seeking **Non-Monetary Relief** at all stages of the **Claim**, where such **Claim** is against an **Insured** for a **Law Enforcement Occurrence** that takes place during the **Policy Period**. The reimbursement of **Defense Expenses** in connection with such **Claims** by Us shall be part of and not in addition to the Policy Aggregate Limit of Liability set forth in Item 3.(b) of the Declarations, and shall reduce and may exhaust such Limit of Liability.
- II. The most We shall reimburse to the **Insured** for **Defense Expense** resulting from all **Claims** exclusively seeking **Non-Monetary Relief** is \$50,000 which shall be part of and not in addition to the Limit of Liability set forth in Item 3.(b) of the Declarations.
- III. Each **Claim** for **Non-Monetary Relief** shall be subject to the Retention set forth in Item 4. of the Declarations
- IV. The definition of **Claim** is deleted and replaced with the following:

**Claim** definition – means:

- a. A written demand for monetary damages or **Non-Monetary Relief**;
  - b. A written request to toll or waive any statute of limitations, or to waive any contractual time bar, relating to a potential suit against an **Insured** for a **Law Enforcement Occurrence**;
  - c. A civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment, or similar proceeding;
  - d. A criminal proceeding that is commenced by the return of an indictment or similar document;
  - e. An administrative or regulatory proceeding or investigation, commenced by the filing of a notice of charges, formal order of investigation or similar document; or
  - f. An arbitration proceeding or other alternative dispute resolution proceeding, in which monetary damages are claimed and to which the **Insured** must submit or does submit with **Our** consent.
- V. The following additional definition is hereby added to the Policy:

**Non-Monetary Relief** means relief or redress in any form other than compensatory or monetary damages, including: the costs of complying with any injunctive, declaratory or equitable relief, remedy or order; the costs of compliance with the American with Disabilities Act or any similar provisions of federal, state, and any awarded of claimant's or plaintiff's attorneys fees or costs, whether or not provided for by statute, but only with respect to **Claims** seeking such **Non-Monetary Relief**.

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

A handwritten signature in cursive script, reading "Martin H. Rausch, Jr.", positioned above a horizontal line.

Authorized Representative

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m. 01/01/2022 , forms a part of Policy No. PPL0951887-03-REN issued to Participating Members of the PennPRIME Trust by Indian Harbor Insurance Company

**SERVICE OF PROCESS**

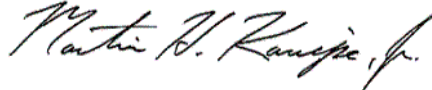
The Commissioner of Insurance of the State of Pennsylvania is hereby designated the true and lawful attorney of the Company upon whom may be served all lawful process in any action, suit or proceeding arising out of this policy. The Company further designates:

Sarah Mims  
Assistant Secretary  
505 Eagleview Boulevard, Suite 100  
Exton, Pennsylvania 19341-0636

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

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

All other terms and conditions of this policy remain unchanged.



\_\_\_\_\_  
(Authorized Representative)

# NOTICE TO POLICYHOLDERS

## FRAUD NOTICE

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

## NOTICE TO POLICYHOLDERS

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

## NOTICE TO POLICYHOLDERS

<b>Pennsylvania</b>	<p>Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.</p> <p><b>Automobile Insurance:</b> Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and the payment of a fine of up to \$15,000.</p>
<b>Puerto Rico</b>	<p><b>Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.</b></p>
<b>Rhode Island</b>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<b>Tennessee</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p> <p><b>Workers' Compensation:</b> It is a crime to knowingly provide false, incomplete or misleading information to any party to a workers' compensation transaction for the purpose of committing fraud. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Utah</b>	<p><b>Workers' Compensation:</b> Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.</p>
<b>Virginia</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>Washington</b>	<p>It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.</p>
<b>West Virginia</b>	<p>Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.</p>
<b>All Other States</b>	<p>Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).</p>

# NOTICE TO POLICYHOLDERS

---

## PRIVACY POLICY

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

### **Our Privacy Promise**

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

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

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

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

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



## NOTICE TO POLICYHOLDERS

---

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

### Retention and Correction of Personal Information

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

### Storage of Personal Information

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

### Sharing/Disclosing of Personal Information

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

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

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

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

## NOTICE TO POLICYHOLDERS

---

### Access to Your Information

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

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

### Violation of the Privacy Policy

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

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

## NOTICE TO POLICYHOLDERS

---

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

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

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

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

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