

NOTICE TO POLICYHOLDERS

PRODUCER COMPENSATION NOTICE

Dear Policyholder:

On the declaration page of your insurance policy you will find important information about your insurance coverage, including the policy premium. XL Catlin believes that it is important for policyholders to know that the insurance premium you pay for this policy includes not only the cost for the insurance provided by XL Catlin but it may also include the compensation we may pay to the insurance producer who has arranged for the placement of your insurance with XL Catlin.

We at XL Catlin are committed to full transparency concerning the amount of premium allocated to insurance producer compensation. In the event that you have a question about the amount of compensation paid to the insurance producer for your insurance policy, we encourage you to contact your insurance producer.

Thank you for insuring with XL Catlin.

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

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 directives issued by OFAC and possibly the U.S. Department of State. **Please read this Policyholder Notice carefully.**

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
- Narcotics traffickers

as *Specially Designated Nationals and Blocked Persons*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treas.gov/ofac>.

The Secretary of the Treasury also has identified a number of entities in the insurance, petroleum, and petrochemicals industries determined to be owned or controlled by the Iranian government. Business transactions with any of these entities are expressly prohibited. These entities have been added to OFAC's list of *Financial Institutions Determined To Be Owned or Controlled by the Government of Iran*. This list can be found on the U.S. Department of the Treasury's web site - <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/iran.aspx>, see List of CISADA and NDAA Prohibitions or Conditions

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, 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 will be immediately subject to OFAC. 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. Other limitations on the premiums and payments also apply.

NOTICE TO POLICYHOLDERS

PRIVACY POLICY

The XL Catlin 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 XL Catlin 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;

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

Retention and Correction of Personal Information

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

Storage of Personal Information

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

Sharing/Disclosing of Personal Information

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

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

Policy for Personal Information Relating to Nonpublic Personal Health Information

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

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Access to Your Information

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

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

Violation of the Privacy Policy

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

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

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FRAUD NOTICE

Arkansas	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.
Colorado	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.
District of Columbia	WARNING: 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.
Florida	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.
Kansas	A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
Kentucky	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.
Louisiana	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.
Maine	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.
Maryland	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.
New Jersey	Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
New Mexico	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.

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New York	<p>General: All applications for commercial insurance, other than automobile insurance: 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>All applications for automobile insurance and all claim forms: 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>Fire: 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>
Ohio	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.
Oklahoma	WARNING: 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.
Pennsylvania	<p>All Commercial Insurance, Except As Provided for Automobile Insurance: 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>Automobile Insurance: 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>
Puerto Rico	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.

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Rhode Island	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.
Tennessee	All Commercial Insurance, Except As Provided for Workers' Compensation 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. Workers' Compensation: 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.
Utah	Workers' Compensation: 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.
Virginia	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.
Washington	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.
West Virginia	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.
All Other States	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).



XL CATLIN



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

Underwriting Office
One World Financial Center
200 Liberty Street
New York, NY 10281

Company Providing Coverage: Indian Harbor Insurance Company

ACT OF WORKPLACE VIOLENCE AND STALKING THREAT INSURANCE POLICY DECLARATIONS

E & S NOTICE LANGUAGE

Please review this Policy carefully and discuss the coverage with
your insurance agent, broker or consultant.

Policy Number: _____ Renewal of Policy Number: _____

I. COVERAGE DETAILS

Named Insured: _____

Address: _____

Premium: \$ _____

\$ _____

Insured Person(s): _____

Territory: _____

Policy Form: _____

Coverage
Endorsements: _____

Period of Insurance:

Inception Date: _____ Expiration Date: _____

Inception date shown above shall be at 12:01 A.M. (Local Standard Time) to
Expiration date shown above at 12:01 A.M. (Local Standard Time).

II. LIMITS/SUBLIMITS FOR AN ACT OF WORKPLACE VIOLENCE AND/OR STALKING THREAT

Act of Workplace Violence \$ _____ Event aggregate

Act of Workplace Violence Expenses \$ _____ Per insured event

Legal Liability Expenses \$ _____ Per insured event

Personal Accident Expenses \$ _____ Per **Insured Persons(s)**

Business Interruption Expenses

Limits of Liability \$ _____ Per insured event

Indemnity Period _____ Per insured event

Waiting Period _____ Per insured event

Stalking Threat \$ _____ Event aggregate

Stalking Threat Expenses \$ _____ Per insured event

Legal Liability Expenses \$ _____ Per insured event

Personal Accident Expenses \$ _____ Per **Insured Persons(s)**

Business Interruption Expenses

Limits of Liability \$ _____ Per insured event

Indemnity Period _____ Per insured event

Waiting Period _____ Per insured event

Policy Deductible \$ _____

Policy Aggregate \$ _____

III. Endorsements Applicable to Coverage at Inception of Policy:

Endorsement Number	Endorsement Form Number	Endorsement Title
1	XL-SOP 11 10	Service of Process

Producer Name: _____

Address: _____



(Authorized Signature)

ACT OF WORKPLACE VIOLENCE AND STALKING THREAT INSURANCE POLICY

Throughout this Policy the words **Named Insured** refer to the **Named Insured** shown in the Declarations, and any other person or organization qualifying as a **Named Insured** under this Policy. The word **Company** refers to the company providing this insurance. The words **Insured Person(s)** means any person or organization qualifying as such under Section V. **DEFINITIONS**.

I. COVERAGE

In consideration of payment of the premium, and in reliance on the representations made by the **Named Insured** and its agent, broker or consultant in the application, including the proposal form and all other written statements and materials furnished to the **Company** in conjunction with such application, the **Company** agrees to indemnify the **Named Insured** and/or an **Insured Person(s)** for applicable **Insured Expenses** and **Business Interruption** directly caused by a[n]:

- A. **Act of Workplace Violence**; and/or
- B. **Stalking Threat**

that commences during the Period of Insurance set forth in the Declarations. If it is evident from the demand(s) or the making of such demand(s) that an **Act of Workplace Violence** and/or a **Stalking Threat** is or was carried out in furtherance of one another or as part of a common scheme, they shall be deemed to be connected and to constitute a single **Act of Workplace Violence** and/or **Stalking Threat**. Nevertheless, there shall be no liability hereunder in respect of any **Act of Workplace Violence** and/or **Stalking Threat** that began before the Period of Insurance.

II. INSURED EXPENSES

The **Company's** obligation to pay for **Insured Expenses** shall not exceed the amounts stated in Section II. of the Declarations and shall be limited to the following:

- A. **Act of Workplace Violence Expenses**;
- B. **Stalking Threat Expenses**;
- C. **Personal Accident Expenses**;
- D. **Legal Liability Expenses**; and
- E. **Business Interruption Expenses**

III. EXCLUSIONS

- 1. The **Company** shall not be liable for **Insured Expenses** or **Business Interruption** caused by or arising from or attributable to any of the following circumstances:
 - A. An **Act of Workplace Violence** that occurs at any location other than the **Premises**.
 - B.
 - (1) Declared or Undeclared War;
 - (2) Civil War;
 - (3) Riot;
 - (4) Insurrection;
 - (5) Civil Commotion;
 - (6) Rebellion;
 - (7) Revolution;

- (8) Usurped Power;
- (9) Governmental Intervention;
- (10) Expropriation;
- (11) Nationalization;
- (12) Sabotage;
- (13) Malicious Damage;
- (14) Suicide;
- (15) Strike;
- (16) Invasion;
- (17) Coup; or
- (18) Mutiny.

- C. The use or threat of force or violence occurring on the **Premises** for the purpose of demanding money, securities, or property.
- D. Any **Business Interruption** sustained after the earlier of:
 - (1) The resumption of business activities by the **Named Insured**; or
 - (2) The expiration of the **Indemnity Period**.

2. This Policy does not cover:

- A. Any consequential damages that may accompany any **Business Interruption** loss including, but not limited to, damages attributable to loss of market share, harm to business reputation, or loss of goodwill.
- B. Any loss or damages, fees, or expenses, arising out of cancellation, suspension, abrogation or breach of a contract to which the **Named Insured** is a party.

IV. CONDITIONS

- A. **ACTION AGAINST THE COMPANY:** No suit, action, or proceedings for recovery of any claim under this Policy will be sustainable in any court of law, equity, or other tribunal unless all the requirements of this Policy are complied with and the same is commenced within twelve (12) months after a final statement of loss has been submitted to the **Company** by the **Named Insured** or the **Insured Person**.
- B. **APPRAISAL:** In the event that the **Named Insured** or the **Insured Person** and **Company** fail to agree on the amount of loss, the **Named Insured** or the **Insured Person**, or the **Company** may make a written demand for appraisal within sixty (60) days after rejection of the final statement of loss by the **Company**. The **Named Insured** or the **Insured Person**, and the **Company** will both select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand.

The appraisers shall first select a competent and disinterested umpire and failing for fifteen (15) days to agree on such umpire, then upon the **Company** or **Named Insured's** or **Insured Person's** request such umpire shall be selected by a judge of a court of record in the State of New York. The **Named Insured** or the **Insured Person**, and the **Company** will submit their cases to the appraiser and the umpire within thirty (30) days of the appointment of the umpire. An itemized award in writing of any two (2) appraisers will determine the amount of the loss. The **Named Insured** or the **Insured Person**, and the **Company** will each pay its chosen appraiser and will bear equally the other expenses of the appraisal and umpire. The **Company** will not be held to have waived any of its rights by any act relating to the appraisal. The venue for the appraisal will be within the State of New York and governed by the rules promulgated by the State of New York.

- C. ASSIGNMENT: No assignment of the **Named Insured's** or **Insured Person's** interest hereunder shall be binding on the **Company**, unless and until its written consent thereto has been obtained and endorsed hereon.
- D. ASSISTANCE AND COOPERATION: The **Named Insured** and the **Insured Person** will cooperate with the **Company** in all matters relating to this insurance. This may include, but is not limited to, attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements, and in conducting litigation, arbitration or other proceedings.
- E. BANKRUPTCY: Bankruptcy or insolvency of the **Named Insured** or an **Insured Person(s)** or his or her estate shall not relieve the **Company** of any of its obligations under this Policy.
- F. BENEFICIARY: The amount stated in the Declarations for death of an **Insured Person(s)** shall be paid to the **Insured Person's** designated beneficiary. If such **Insured Person** has not designated the beneficiary, or if the designated beneficiary is not alive, the **Company** will pay the amount stated in the Declarations in the following order:
- (1) To the spouse or domestic partner;
 - (2) In equal shares to the surviving children;
 - (3) In equal shares to the surviving parents;
 - (4) In equal shares to the surviving brothers and sisters; or
 - (5) To the **Insured Person's** estate.
- G. CANCELLATION: This Policy may be cancelled by the first **Named Insured** by delivering or mailing written notices to the **Company** stating when thereafter such cancellation shall be effective. This Policy also may be cancelled by the **Company**, but solely as a result of non-payment of premium by the **Named Insured**. In such event, the **Company** shall mail written notice of cancellation to the first **Named Insured**, stating the effective date of cancellation, not less than ten (10) days prior to the effective date of cancellation at the last mailing address known to the **Company**. The Period of Insurance will end on that date. If notice is mailed, proof of mailing will be sufficient proof of notice. If the first **Named Insured** cancels, earned premium shall be calculated on a pro rata basis. If the **Company** cancels, earned premium shall be calculated on a pro rata basis.
- H. CHANGES: Notice to any or knowledge possessed by any agent of the **Company** or by any other person shall not affect a waiver or a change in any of the terms or conditions of this Policy, or prevent the **Company** from asserting any of its rights under this Policy. Nor shall the terms of this Policy be waived or changed except by written endorsement attached to and forming part of this Policy. Failure by the **Company** to exercise or enforce any rights hereunder will not be deemed to be a waiver of such rights nor operate so far as to bar the exercise or enforcement thereof at any time thereafter.
- I. CHOICE OF LAW AND FORUM: The construction, validity, and performance of this Policy will be governed by the laws of the United States and the State of New York without giving effect to provisions regarding choice of law. All claims and disputes will be brought for adjudication either in the Supreme Court of the State of New York in and for the County of New York or in the U.S. District Court for the Southern District of New York.

J. CONFIDENTIALITY: The **Named Insured** and each and every **Insured Person(s)** must at all times use their best efforts to ensure that knowledge of the existence of this insurance is kept confidential and access to the Policy is restricted as much as possible.

K. CONSOLIDATION-MERGER: The first **Named Insured** shall give the **Company** written notice within ninety (90) days of any of the following:

- (1) Consolidation or merger with;
- (2) Acquisition of the majority stock ownership of; or
- (3) Acquisition of the assets of;

any other entity whose revenues or assets are in excess of twenty-five percent (25%) of the **Named Insured's** revenues or assets as of the effective date of such consolidation, merger, or acquisition.

The **Company** may elect to accept or reject such additional exposure. If the additional exposure is rejected, it will remain covered only until the first **Named Insured** is notified in writing of the rejection.

If the **Company** accepts the additional exposure, the **Named Insured** shall pay the **Company** any additional premium as may be required, computed from the effective date of such consolidation, merger, or acquisition, to the end of the current Period of Insurance unless otherwise specifically requested.

No claim arising out of the additional exposure will be covered unless the **Named Insured**, at the time that notice was given to the **Company**, did not know nor could reasonably have been expected to know of an **Act of Workplace Violence** and/or **Stalking Threat** giving rise to the claim.

L. CURRENCY AND VALUATION: The Limits of Liability of the Policy and the **Company's** obligation to indemnify for **Insured Expenses** are in United States dollars. In the event of any payment of **Insured Expenses** by the **Named Insured** or **Insured Person(s)** in foreign currency, the amount to be indemnified pursuant to the Policy shall be calculated based upon the exchange rate published in The Wall Street Journal on the date the claim for **Insured Expenses** is submitted to the **Company** for payment. In the event of any payment of **Insured Expenses** by the **Named Insured** or **Insured Person(s)** in marketable securities, goods, or services, the **Company** shall pay the least of:

- (1) The actual cash value of the securities, goods, or services at the time of their surrender; or
- (2) The actual cost to replace or repair such securities, goods, or services with consideration of similar quality and value.

M. EXAMINATION UNDER OATH: The **Named Insured** and the **Insured Person**, as often as may reasonably be required, will submit to examination under oath by any person named by the **Company**, and subscribe the same; and as often as may reasonably be required, will produce for examination all books of account, vouchers, bills, invoices, schedules, accounting information, and any documentation related to the **Named Insured's** or **Insured Person's** calculation of its loss, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by the **Company** or its representative, and will permit extracts and copies thereof to be made.

N. INSURED PERSON'S DUTIES IN THE EVENT OF AN ACT OF WORKPLACE VIOLENCE AND/OR STALKING THREAT: The **Named Insured** shall do the following in the event of an **Act of Workplace Violence** and/or **Stalking Threat** to the **Premises**:

- (1) Notify the proper authorities;
- (2) Give the **Company** prompt written notice of an **Act of Workplace Violence** and/or **Stalking Threat**, which must include all relevant details, including but not limited to a detailed description of the **Personal Accident Expenses** or, the **Business Interruption** incurred.
- (3) Promptly provide the **Company** with relevant documentation, reports, and records bearing on how, when and where an **Act of Workplace Violence** and/or **Stalking Threat** occurred and the matters set forth in (2) above;
- (4) Take all reasonable steps to protect the **Premises** from further **Acts of Work place Violence** or **Stalking Threats**, and to minimize **Insured Expenses** and **Business Interruption**, including without limitation those steps to:
 - a. Secure the **Premises**;
 - b. Cooperate with law enforcement; and
 - c. Record all expenses for emergency and temporary measures to secure the **Premises**.
- (5) At the **Company's** request, provide complete inventories and records of the **Insured Expenses** and **Business Interruption** that demonstrate to the **Company's** satisfaction the amount of loss claimed;
- (6) Provide complete records detailing any, injuries sustained by the **Named Insured** and the **Insured Person** and amount of **Insured Expenses** claimed;
- (7) Permit the **Company** to inspect the **Premises** and the **Named Insured's** books and records, and to record and take samples related to **Act of Workplace Violence** and/or **Stalking Threat** and any **Business Interruption**;
- (8) At the **Company's** request, permit the **Company** to question under oath the **Insured Person** and its representatives and to obtain verified answers under oath at such as times as may be reasonably required, concerning any matter relating to this Policy or the **Insured Person's** claim, including without limitation, the Insured's books and records;
- (9) Within sixty (60) days after the **Company's** request, submit a signed, sworn Statement of Loss containing information requested by the **Company** in the format specified by the **Company**;
- (10) Cooperate with the **Company** in the investigation, settlement, or other resolution of the claim.
- (11) An **Act of Workplace Violence** may include a **Stalking Threat** and if it does only a single **Act of Workplace Violence** Limit applies.
- (12) In the event of an **Act of Workplace Violence** and/or **Stalking Threat**, any claims for payment shall be made to the **Company** as soon as practicable and shall be accompanied by a computation of loss, prepared by a **Company**-approved firm of forensic accountants using standard accounting procedures, which sets out in detail the how the loss has been calculated and what assumptions have been made.

- (13) The **Company**-approved forensic accountants shall review the **Named Insured's** or **Insured Person's** claim for payment and determine the amount of the **Insured Expenses** and **Business Interruption**, taking into account any savings or recoveries or offsetting of losses which have been made or which the **Named Insured** or **Insured Person** could reasonably have been expected to make, and the ability of the **Named Insured** to resume business operations and activities.
- (14) The **Named Insured** shall produce any documentary evidence, books of accounts, bills, invoices and other vouchers and copies of the same which the **Company**-approved forensic accountants may require and shall afford them every assistance in their investigations including reasonable access to the **Named Insured's** property.
- (15) In the event that the **Company**-approved forensic accountants declare that they are unable to act in this capacity for any reason including potential conflict of interest, the **Company** will appoint another firm of similar standing in the accounting profession.

The foregoing duties of the **Named Insured** are a condition precedent to coverage under this Policy. All sums incurred by the **Named Insured** to discharge these duties or otherwise to prepare and verify its claim are for its own account and are not insured under this Policy.

O. LEGAL ACTION AGAINST THE COMPANY: No one may bring a legal action against the **Company** unless:

- (1) There has been full compliance by each **Named Insured** and **Insured Person(s)** with all of the terms of this Policy; and
- (2) The action is brought within two (2) years after the expiration or cancellation of this Policy.

P. LEGAL LIABILITY: As a condition to the **Company's** obligation to pay pursuant to this paragraph, the **Named Insured** shall:

- (1) Not admit liability for, settle any claim or suit, nor incur any costs or expenses without the prior written authorization of the **Company**;
- (2) Provide the **Company** the right and opportunity to adjust any such claim or defend such suit against the **Named Insured**, including whatever investigation may be appropriate, and to settle the claim or suit as the **Company** may deem expedient and the law allows; and
- (3) Cooperate fully with the **Company** in all things in connection therewith.

Defense costs incurred by the **Company**, or by the **Named Insured** with the **Company's** prior consent and authorization, erode the policy limit. In no event shall defense costs exceed the amount stated in Section II. of the Declarations.

Q. LIMITS OF LIABILITY: the **Company's** liability hereunder shall in all cases be limited to the amounts shown in the Declarations. Specifically, but without limiting the generality of the foregoing, the **Company's** liability shall not be increased because:

- (1) If more than one **Named Insured**, only the first **Named Insured** shall have the right to make, adjust, receive or enforce payment of any claim;
- (2) **Workplace Violence** and/or **Stalking Threat** may involve the **Named Insured** and/or one or more **Insured Person(s)**;
- (3) Of renewal of this Policy. The **Company's** liability shall not be cumulative from one period of insurance to another;

- (4) Of any other reason whatsoever.
- R. MATERIAL CHANGES: Notice to any or knowledge possessed by any agent or representative of the **Company** or by any other person shall not affect a waiver or a change in any of the terms or conditions of this Policy, or prevent the **Company** from asserting any of its rights under this Policy. Nor shall the terms of this Policy be waived or changed except by written endorsement attached to and forming part of this Policy. Failure by the **Company** to exercise or enforce any rights hereunder will not be deemed to be a waiver of such right nor operate so far as to bar the exercise or enforcement thereof at any time thereafter.
- S. MEDICAL CARE AND EXAMINATIONS: With regard to any claim for **Personal Accident Expenses**, the following additional conditions apply:
- (1) Any **Insured Person(s)** who suffers an incident which caused or may cause **Personal Accident Expense** within the meaning of this Policy must place himself/herself under the care of a qualified medical practitioner approved by the **Company** as early as possible after the incident.
 - (2) The **Company** will not be liable to pay **Personal Accident Expenses** unless the medical advisors appointed by the **Company** shall be allowed as often as is thought necessary to examine the **Insured Person(s)**.
- T. MITIGATION OF LOSS: The **Named Insured and the Insured Person** shall use due diligence and undertake or concur in the **Company's** undertaking of all things reasonably practicable to avoid or diminish any **Insured Expenses and Business Interruption**.
- U. NOTICE OF CLAIM: It is a condition precedent to the **Company's** obligation to pay that, when an **Act of Workplace Violence** and/or **Stalking Threat** has occurred, or is believed to have occurred, the **Named Insured** and/or the **Insured Person** shall notify the **Company**- in writing and provide whatever information is required as soon as is practicable;
- V. OTHER INSURANCE: If the **Named Insured** or **Insured Person** has other valid and collectible insurance that may cover all or a portion of **Insured Expenses** or **Business Interruption** also covered under this Policy, this Policy will provide primary coverage, regardless of the terms of any "other insurance" provision in the other policy. . Where the **Named Insured** or the **Insured Person** has specifically purchased other valid and collectible Workplace Violence and/or Stalking Threat Insurance, the Company will only be liable for its proportionate share of **Insured Expenses** or **Business Interruption up to the limit of liability declared in this policy**. Where the **Named Insured** or the **Insured Person** has other insurance provided by an insurer affiliated with the **Company**, the maximum limit of insurance for **Insured Expenses** or **Business Interruption** under all policies will not exceed the Limit of Liability of this Policy.
- W. SERVICE OF SUIT: In the event that any disagreement arises between the **Insured Person** and the **Company** requiring judicial resolution, the **Insured Person** and the **Company** each agree that any suit shall be brought and heard in a court of competent jurisdiction within the State of New York. The **Insured Person** and the **Company** further agree to comply voluntarily with all the requirements necessary to give such court jurisdiction. Any suit shall be barred:

- (1) If commenced before the **Insured Person** has given notice and permitted the **Company** reasonable opportunity for adjustment; or
- (2) If commenced more than twenty-four (24) months after the **Act of Workplace Violence** or the **Stalking Threat** unless the **Company** agrees in writing after damage to extend that suit limitation period.

The filing of any suit does not supersede or otherwise preclude the **Insured Person** or the **Company** from invoking and pursuing appraisal of the amount of any loss under this Policy.

The **Insured Person** and the **Company** further agree that New York law shall control the interpretation, application and meaning of this contract, whether in suit or otherwise.

- X. SUBROGATION: In the event of any payment under this Policy, the **Company** shall be subrogated to the extent of such payment to all rights of recovery of the **Named Insured** and/or any **Insured Person(s)**. The **Named Insured** and any **Insured Person(s)** shall execute all papers required and shall do everything necessary to enable the **Company** to bring suit in the name of the **Named Insured** or the **Insured Person(s)**.
- Y. TERRITORY: This Policy applies to **Act of Workplace Violence** and/or **Stalking Threat** anywhere in the world, except as limited in the Declarations.
- Z. TITLES OF PARAGRAPHS: Titles of paragraphs are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.
- AA. TRANSFER OF RIGHTS AND DUTIES: The rights of the **Named Insured** and any **Insured Person(s)** may not be transferred or assigned without the prior written consent of the **Company**. Notwithstanding the foregoing, if an **Insured Person(s)** dies, his or her rights will be transferred to the legal representative for such **Insured Person(s)**, but only in the scope of the legal representative's duties as such.
- BB. VIOLATIONS OF APPLICABLE LAW: Notwithstanding TERRITORY (above), or anything else to the contrary no matter where located, payment of loss under this Policy shall only be made in full compliance with all embargoes, economic or trade sanction laws, or regulations applicable to the **Named Insured** or any **Insured Person(s)** under this Policy, including but not limited to sanctions, laws, and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control.

V. DEFINITIONS

- A. **Business Interruption** means the net profit lost before taxes plus payroll expenses, interest, rents and other reasonable and necessary operating expenses unavoidably incurred by the **Named Insured** during the **Indemnity Period**, plus **Extra Expense** incurred by the **Named Insured**, solely because of an **Act of Workplace Violence** and/or **Stalking Threat**.
- B. **Business Interruption Expenses** means those reasonable and necessary expenses, including fees and expenses of the **Company**-approved forensic accountants directly resulting from the interruption of the **Named Insured's** business operations as a result of an **Act of Workplace Violence** and/or **Stalking Threat** following the Waiting Period set forth in the Declarations but not exceeding the Limits of Liability and the **Indemnity Period** set forth in the Declarations.
- C. **Company** means the **Company** providing this insurance as indicated on the Declarations.

D. Employee means any:

- (1) Salaried or hourly wage personnel in the **Named Insured's** employ; or
- (2) Leased or temporary employees, volunteers, interns or students.

However, **Employee** does not include independent contractors.

E. Extra Expense means the total reasonably and necessary cost of conducting business activities during the **Indemnity Period** at the **Named Insured's Premises**, where the **Act of Workplace Violence** and/or **Stalking Threat** occurred for the sole purpose of reducing the loss. This Policy only covers those **Extra Expenses** which are over and above the cost of such activities during the same period of time had no **Act of Workplace Violence** and/or **Stalking Threat** occurred.

F. Guest means any natural person visiting the **Named Insured's Premises** for a lawful purpose, including a customer.

G. Indemnity Period means the maximum number of days for which **Business Interruption** and **Business Interruption Expenses** will be indemnified as set forth in the Declarations.

H. Insured Expenses mean those reasonable, customary and necessary expenses that the **Named Insured** or **Insured Person** incurs as a direct result of an **Act of Workplace Violence** and/or **Stalking Threat** and which are specified in Item II. of the Declarations and in Article II. of this Policy.

Insured Expenses shall not exceed those specified in Section II. of the Declarations.

I. Insured Person(s) means:

- (1) Any person specified under Section I. of the Declarations or qualifying as a **Named Insured**;
- (2) Any **Employee**;
- (3) Any **Guest** of the **Named Insured** while on any **Premises** occupied by the **Named Insured** in the conduct of its business;
- (4) However, **Insured Person** does not mean perpetrator of an **Act of Workplace Violence** or **Stalking Threat**.

J. Legal Liability Expenses means those reasonable and necessary defense costs allowable by law, including any resulting settlements or judgments incurred by the **Named Insured** in connection with an action for damages brought by or on behalf of an **Insured Person(s)**, or his or her legal representative, against the **Named Insured** solely and directly as a result of being a victim of an **Act of Workplace Violence** and/or **Stalking Threat**

K. Named Insured means the entity or person(s) specified under Item I. of the Declarations.

L. Personal Accident Expenses mean the following loss payable to an **Insured Person(s)**, that solely and directly results from an **Act of Workplace Violence** and/or **Stalking Threat** provided that such injury, within twelve (12) calendar months from the date of the **Act of Workplace Violence** and/or **Stalking Threat**:

- (1) Loss of Sight – the entire and irrevocable loss of vision of one or both eyes, as certified by a board certified physician specializing in ophthalmology and approved by the **Company**. The limit of loss for Loss of Sight is one hundred percent (100%) of the per **Insured Person(s)** Limit as shown on the Declarations for an **Act of Workplace Violence** and/or **Stalking Threat**.

- (2) Loss of Hearing – the entire and irrevocable loss of hearing of one or both ears, as certified by a board certified physician specializing in audiology and approved by the **Company**. The limit of loss for Loss of Hearing is one hundred percent (100%) of the per **Insured Person(s)** Limit as shown on the Declarations for an **Act of Workplace Violence** and/or **Stalking Threat**.
- (3) Loss of Extremity – the permanent physical separation or the total and irrevocable loss of use of one or more finger(s), toe(s), ear(s), nose, or genital organ(s) or part(s) thereof caused by mutilation as certified by a board certified physician. The limit of loss for Loss of Extremity is one hundred percent (100%) of the per **Insured Person(s)** Limit as shown on the Declarations for an **Act of Workplace Violence** and/or **Stalking Threat**.
- (4) Loss of Limb – the permanent loss by separation or the total and irrevocable loss of use of one or both hand(s) at or above the wrist or a foot or both feet at or above the ankle as certified by a board certified physician. The limit of loss for Loss of Limb is one hundred percent (100%) of the per **Insured Person(s)** Limit as shown on the Declarations for an **Act of Workplace Violence** and/or **Stalking Threat**.
- (5) Permanent Total Disablement – bodily injury which necessarily and continuously prevents an **Insured Person(s)** from attending to every aspect of his or her normal business or occupation for a period of twelve (12) consecutive calendar months or, if the **Insured Person(s)** has no business or occupation, confines him or her immediately and continuously to the home and prevents him or her from attending to normal duties of daily life, as certified by a board certified physician; provided that at the end of such twelve (12) month period, two board certified physicians, who have been approved by the **Company**, certify that the **Insured Person(s)** is disabled and beyond hope of improvement. The limit of loss for Permanent Total Disablement is one hundred percent (100%) of the per **Insured Person(s)** Limit as shown on the Declarations for an **Act of Workplace Violence** and/or **Stalking Threat**.
- (6) Death of an **Insured Person(s)** – the limit of loss for Death of an **Insured Person(s)** is one hundred percent (100%) of the per **Insured Person(s)** Limit as shown on the Declarations for an **Act of Workplace Violence** and/or **Stalking Threat**.

M. Personal Financial Loss means loss suffered by an **Insured Person(s)** solely as a result of the physical inability caused by an **Act of Workplace Violence** and/or **Stalking Threat** victim to attend to personal financial matters while such an **Act of Workplace Violence** and/or **Stalking Threat** is ongoing.

N. Premises means that portion of any real property which is occupied by the **Named Insured** in the conduct of the **Named Insured's** business.

O. Stalking Threat means conduct that:

- (1) Demonstrates an intent to harm an **Insured Person(s)**; and
- (2) Does not otherwise meet the definition of an **Act of Workplace Violence**.

P. Stalking Threat Expenses means:

- (1) Fees and expenses of the **Company**-approved Security Consultants;
- (2) Temporary security measures as recommended by the **Company**-approved Security Consultants (not to include the cost of capital improvements to property or premises);

- (3) **Personal Financial Loss**; and
- (4) Other reasonable expenses incurred and paid by the **Named Insured(s)** and/or an **Insured Person(s)**, provided that the **Company** has given its prior consent.
- Q. Weapon** means an instrument or explosive device which is specifically intended to be used for and used to injure, kill or incapacitate a person.
- R. Act of Workplace Violence** means any intentional and unlawful:
- (1) Act of potentially deadly force involving the use of a **Weapon** on the **Premises**; or
- (2) Threat of deadly force involving the display of a **Weapon** on the **Premises**.
- S. Act of Workplace Violence Expenses** means additional expenses necessarily and reasonably incurred by the **Named Insured** and/or an **Insured Person(s)** solely as a direct result of, immediately following, and for the duration of an **Act of Workplace Violence**, consisting of:
- (1) Fees and expenses of an independent public relations consultant with the prior authorization of the **Company**;
- (2) Fees for independent psychiatric care, medical care, dental care, and reconstructive or plastic surgery for an **Insured Person(s)** who is the victim of an **Act of Workplace Violence**;
- (3) Funeral and burial expenses, including repatriation of remains, of an **Insured Person(s)** in the event of his or her death resulting from an **Act of Workplace Violence**;
- (4) Reward or other monetary consideration paid by the **Named Insured** or an **Insured Person(s)** to an informant for material information, which is not otherwise obtainable and which directly leads to the arrest and conviction of the person(s) responsible for the **Act of Workplace Violence**;
- (5) **Personal Financial Loss**;
- (6) One hundred percent (100%) of the gross compensation, including salary and bonuses, commissions, cost of living adjustment, foreign tax reimbursements, pension, and/or welfare contributions and allowances which were contractually owed to or could reasonably be expected by an **Insured Person(s)** who is a victim of an **Act of Workplace Violence** based on his or her past performance, from the time said **Act of Workplace Violence** occurs up to ninety (90) days following the **Act of Workplace Violence** or his or her return to work, whichever occurs first;
- (7) Costs incurred by the **Named Insured** for the salaries of **Employees** specifically designated to conduct the duties of the **Insured Person** who is victim of an **Act of Workplace Violence** not to exceed the **Employees'** base rate of pay, from the time such **Act of Workplace Violence** occurs up to ninety (90) days following an **Act of Workplace Violence** or his or her return to work, whichever occurs first;
- (8) Costs, fees, and expenses of temporary security measures solely and directly for the purpose of protecting an **Insured Person(s)**, or the **Premises**, where an **Act of Workplace Violence** has occurred up to a period of ninety (90) days following the **Act of Workplace Violence**;

- (9) Reasonable fees and expenses of independent forensic analysts engaged by the **Named Insured** and/or **Insured Person(s)**;
- (10) Reasonable fees for rest and rehabilitation expenses including meals and recreation incurred by the **Named Insured** and/or an **Insured Person(s)** because of an **Act of Workplace Violence** for up to thirty (30) days when such expenses are incurred within twelve (12) months from the date of an **Act of Workplace Violence**; and
- (11) Any other reasonable fees and expenses incurred by the **Named Insured** or **Insured Person(s)** with the prior written approval of the **Company**.

ENDORSEMENT # 1

This endorsement, effective 12:01 a.m., forms a part of Policy No.
issued to
by Indian Harbor Insurance Company.

SERVICE OF PROCESS

The Director of Insurance of the State of 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 to whom such process shall be forwarded by the Director 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)

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFF-PREMISES COVERAGE FOR NAMED INSURED'S EMPLOYEES

This endorsement modifies insurance provided under the following:

ACT OF WORKPLACE VIOLENCE AND STALKING THREAT INSURANCE POLICY

In consideration of the premium charged, Section **III. EXCLUSIONS**, Item **1. A.** is deleted and replaced with the following:

- A.** References in the Declarations to which this endorsement is attached shall determine the **Company's** applicable Policy Limit and/or Waiting Period for the coverage provided herein, as well as any Restricted Areas excluded from this extension of coverage.

The **Company** agrees to indemnify the **Named Insured** for **Insured Expenses** and **Business Interruption** resulting from an **Act of Workplace Violence** which occurs during the Period of Insurance at a location other than the **Insured Premises**, to an **Employee** of the **Named Insured** who was acting within the scope of his or her employment.

All other terms, conditions, exclusions and definitions of the Policy remain unchanged.