



# Alumni Association D&O and EPL

## COVERAGES

Directors & Officers and Employment Practices Liability

## INSURED

<u>Organization</u>	<u>Pending/Prior Date</u>
California Alumni Association	12/8/1999
California Aggie Alumni Association	3/11/2011
UCI Alumni Association	3/11/2011
UCLA Alumni Association	7/01/2002 for first \$3M limit; 3/11/11 for \$2M limit xs \$3M
UC Merced Alumni Association	3/11/2011
UC Riverside Alumni Association	3/11/2011
UCSD Alumni Association	3/11/2011
Alumni Association of UCSF	3/11/2011
UCSB Alumni Association	6/30/1992
UCSC Alumni Association	3/11/2011
UCLA Family School Alliance	11/13/2012
The Faculty Club, University of California Santa Barbara, Inc.	5/14/2012
All chartered alumni groups that are officially registered with the alumni associations/organizations included above in Item 1 of Declaration.	7/1/2013

## COVERS

### D&O - Insuring Clause 1:

**INDIVIDUAL NON-INDEMNIFIED LIABILITY COVERAGE**  
 The Company shall pay on behalf of each of the Insured Persons, loss for which the Insured Person is not indemnified by the Organization and which the Insured Person becomes legally obligated to pay on account of any claim first made against the Insured Person, individually or otherwise, during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act committed, attempted, or allegedly committed or attempted by such Insured Person before or during the Policy Period, but only if such claim is reported to the Company in writing in the manner and within the time provided in Subsection 6 of the General Terms and Conditions.

### D&O - Insuring Clause 2: INDIVIDUAL INDEMNIFIED LIABILITY COVERAGE

The Company shall pay on behalf of the Organization, loss for which the Organization grants indemnification to an Insured Person, as permitted or required by law, and which the Insured Person becomes legally obligated to pay on

account of any Claim first made against the Insured Person, individually or otherwise, during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act committed, attempted, or allegedly committed or attempted by such Insured Person before or during the policy period, but only if such claim is reported to the Company in writing in the manner and within the time provided by Subsection 6 of the General Terms and Conditions.

**D&O - Insuring Clause 3: ENTITY LIABILITY COVERAGE**

The Company shall pay on behalf of the Organization, loss for which the Organization becomes legally obligated to pay on account of any Claim first made against the Organization during the Policy Period or, if exercised, during the Extended Reporting Period, for a Wrongful Act committed, attempted, or allegedly committed or attempted by the Organization or the Insured Persons before or during the policy period, but only if such claim is reported to the Company in writing in the manner and within the time provided by Subsection 6 of the General Terms and Conditions.

**EPL - Insuring Clause 1: EMPLOYMENT PRACTICES LIABILITY COVERAGE**

The Company shall pay on behalf of each of the Insureds, loss on account of any Employment Claim first made against such Insureds during the Policy Period or, if exercised, during the Extended Reporting Period, for Employment Practices Wrongful Acts, but only if such Employment Claim is reported to the Company in writing in the manner and within the time provided in Subsection 6 of the General Terms and Conditions.

**EPL - Insuring Clause 2: THIRD PARTY LIABILITY COVERAGE**

The Company shall pay on behalf of the Insureds, loss on account of any Third Party Claim first made against the Insureds during the Policy Period or, if exercised, during the Extended Reporting Period, for Third Party Wrongful Acts but only if such Third Party Claim is reported to the Company in writing in the manner and within the time provided by Subsection 6 of the General Terms and Conditions.

**LIMITS**

Directors & Officers Annual Aggregate

\$5,000,000

Sublimit: Excess Benefit Transaction Excise Tax	\$ 100,000
Employment Practices Liability Annual Aggregate	\$5,000,000
Sublimit: Third Party Liability	\$5,000,000

**RETENTIONS**

Directors & Officers Insuring Clauses 1 & 2	\$0
Directors & Officers Insuring Clauses 3	\$25,000
Employment Practices Liability Insuring Clauses 1 & 2	\$50,000

**INSURER**

Federal Insurance Company

**POLICY NUMBER**

8223-4863

**TERM**

November 1, 2016 to November 1, 2017

**MAJOR EXCLUSIONS**

(including but not limited to)

**DIRECTORS & OFFICERS:**

The company shall not be liable for Loss on account of any claim due to:

- (a) Prior notice exclusion for any fact, circumstance, situation, transaction, event or wrongful act that was noticed under any policy that this policy is a renewal or replacement of;
- (b) Pending or Prior Date claims;
- (c) Brought or maintained by or on behalf of any Insured in any capacity, with exceptions;
- (d) Pollution;
- (e) Bodily injury, mental anguish, emotional distress, sickness, disease or death; or damage to or destruction of any tangible;
- (f) ERISA;
- (g) Outside Capacity Wrongful Acts, with exceptions;
- (h) Wrongful acts of an Insured person in his or her capacity as a director, officer, manger, trustee, regent, governor or employee of any entity other than the Organization;
- (i) Made against a subsidiary or affiliate or an insured at a time when that entity was not a subsidiary or affiliate;
- (j) Fraud
- (k) Actual or alleged violation of any Securities Law;
- (l) Employment related wrongful act;
- (m) Discrimination against or sexual harassment.

**EMPLOYMENT PRACTICES LIABILITY:**

The Company shall not be liable for Loss on account of any claim:

- (a) Prior notice exclusion for any fact, circumstance,

situation, transaction, event or wrongful act that was noticed under any policy that this policy is a renewal or replacement of;

- (b) based upon, arising from, or in consequence of (A) written demand alleging an Employment Practices Wrongful Act or Third Party Wrongful Act and seeking monetary relief; (B) written demand alleging Employment Practices Wrongful Act and seeking reinstatement, re-employment or re-engagement; (C) written demand alleging Third Party Wrongful Act seeking non-monetary relief; (D) civil proceeding seeking monetary or non-monetary relief; (E) regulatory proceedings by EEOC for Employment Practices or Third Party wrongful acts; (F) Notice of Violation or Order to Show Cause resulting from an audit by the office of Federal Contract Compliance Programs; or (G) arbitration proceeding; which was pending against any insured on or prior to the Pending or Prior Date set forth in Item 4 of the Declarations.
- (c) Violations of any federal, state, or local statutory law or common law anywhere in the world;
- (d) Violations of workplace safety and health laws / regulations; provided that this exclusion shall no apply to any employment claim for retaliation;
- (e) Wage, hour and payroll polices; provided that this exclusion shall no apply to any employment claim for retaliation;
- (f) Plant or facility closing, or mass layoff, or any similar obligations; provided that this exclusion shall no apply to any employment claim for retaliation;
- (g) Violations that govern unions, collective bargaining agreements, strikes, boycotts, etc.;
- (h) Bodily injury, mental anguish, emotional distress, sickness, disease or death; or damage to or destruction of any tangible;
- (i) Workers' compensation, unemployment insurance, social security, disability benefits, etc.;
- (j) Pollution;
- (k) Liability assumed under written or oral contract or agreement;
- (l) Made against a subsidiary or affiliate or an insured at a time when that entity was not a subsidiary or affiliate;
- (m) for any actual or alleged breach of any Independent Contractor Services Agreement or Third Party Services Agreement;
- (n) for any actual or alleged violation of the Racketeer Influenced and Corruption Organization Act (RICO) or any similar federal, state, or local statutory law or

common law anywhere in the world.

The company shall not be liable for that part of loss, other than Defense Costs:

- (a) which constitutes Benefits due or to become due or the equivalent value of such benefits; provided that this exclusion shall not apply to any employment claim for wrongful termination.
- (b) which constitutes costs associated with providing any accommodation for persons with disabilities or any other status which is protected under any applicable federal, state, or local statutory law or common law anywhere in the world.
- (c) which constitutes costs of compliance with any order for, grant of or agreement to provide non-monetary relief.

**SCHEDULE OF ENDORSEMENTS**

(including but not limited to)

**DIRECTORS & OFFICERS:**

- California Amendatory
- Amend Exclusion 5(j)
- Absolute Breach of Contract Exclusion
- Amend Pollution Exclusion
- Amend Definition of Claim
- Whistleblower
- Amend Subsection IX Defense and Settlement

**EMPLOYMENT PRACTICES LIABILITY:**

- California Amendatory
- EPL Enhancement
- Workplace Violence Expense with sublimit \$250K

**GEOGRAPHICAL LIMITS**

Worldwide

**CLAIMS REPORTING**

The insureds shall, as a condition precedent to exercising any right to coverage under any Liability Coverage Section, give to the Company written notice of any claim as soon as practicable after the President, Treasurer or Secretary becomes aware of such claim, but:

- (a) if such Liability Section expires (or is otherwise terminated) without being renewed and if no Extended Reporting Period is purchased with respect to such Liability Coverage Section, no later than the sixtieth (60<sup>th</sup>) day after the effective date of expiration or termination; or
- (b) if an Extended Reporting Period is purchased with respect to such Liability Coverage Section, no later

than the last day of the Extended Reporting Period.

Notice of any claim and/or incident shall be given in writing to:

Email: [specialtyclaims@chubb.com](mailto:specialtyclaims@chubb.com)

Attn: Claims Department  
Chubb Group of Insurance Companies  
82 Hopmeadow Street – PO Box 2002  
Simsbury, CT 06070-7683

***IMPORTANT NOTE: These summaries of coverage are intended to facilitate your understanding of the insurance program; however, they are not intended to replace or supersede any of the insurance contracts themselves.***