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Notification

CHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Policy Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following:
1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

**GOVERNMENT CRIME
POLICY DECLARATIONS**

**CRIME AND FIDELITY
CR DS 04 08 07
POLICY NUMBER:
01-277-08-05
REPLACEMENT OF
POLICY NUMBER:
01-382-23-27**

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

Coverage Is Written:

Primary **Excess** **Coindemnity** **Concurrent**

Company Name Area: <i>National Union Fire Insurance Company of Pittsburgh, Pa.</i>	
Producer Name Area: <i>KEENAN & ASSOCIATES 2355 CRENSHAW BLVD, SUITE 200 TORRANCE, CA 90501</i>	
Named Insured: <i>STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES</i>	
(including any Employee Welfare or Benefit Plans)	
Mailing Address: <i>2355 CRENSHAW BLVD., SUITE 200 TORRANCE, CA 90501</i>	
Policy Period	
From:	<i>July 1, 2021</i>
To:	<i>July 1, 2022</i> 12:01 A.M. at your mailing address shown above.

Insurance Agreements	Limit of Insurance Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft - Per Loss Coverage	\$5,000,000	\$2,500
2. Employee Theft - Per Employee Coverage	<i>Not Covered</i>	<i>Not Covered</i>
3. Forgery Or Alteration	\$5,000,000	\$2,500
4. Inside The Premises - Theft Of Money And Securities	\$5,000,000	\$2,500
5. Inside The Premises - Robbery Or Safe Burglary Of Other Property	\$5,000,000	\$2,500
6. Outside The Premises	\$5,000,000	\$2,500
7. Computer Fraud	\$5,000,000	\$2,500
8. Funds Transfer Fraud	\$5,000,000	\$2,500
9. Money Orders And Counterfeit Money	\$5,000,000	\$2,500

If "Not Covered" is inserted above opposite any Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

1468614

GOVERNMENT CRIME
POLICY DECLARATIONS

CRIME AND FIDELITY
CR DS 04 08 07
POLICY NUMBER:
01-277-08-05
REPLACEMENT OF
POLICY NUMBER:
01-382-23-27

Endorsements Forming Part Of This Policy When Issued:

#1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18

Cancellation Of Prior Insurance Issued By Us:

By acceptance of this Policy you give us notice cancelling prior policy Nos. 01-382-23-27; the cancellation to be effective at the time this Policy becomes effective.

Premium: \$144,342

Countersignature Of Authorized Representative

Name:

Title:

Signature:

Date:

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative. This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



PRESIDENT



SECRETARY



AUTHORIZED REPRESENTATIVE

1468614

**COMMERCIAL CRIME POLICY
(DISCOVERY FORM)**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.j.:

1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century

Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3. Inside The Premises - Theft Of Money And Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or

(2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4. Inside The Premises - Robbery Or Safe Burglary Of Other Property

a. We will pay for loss of or damage to "other property":

(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

5. Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

6. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

7. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

8. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This policy does not cover:
 - a. **Acts Committed By You, Your Partners Or Your Members**
Loss resulting from "theft" or any other dishonest act committed by:
 - (1) You; or
 - (2) Any of your partners or "members";
 whether acting alone or in collusion with other persons.
 - b. **Acts Of Employees Learned Of By You Prior To The Policy Period**
Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.
 - c. **Acts Of Employees, Managers, Directors, Trustees Or Representatives**
Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:
 - (1) Whether acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1.

d. Confidential Information

Loss resulting from:

(1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or

(2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this policy including, but not limited to, loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".

(2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this policy.

(3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2.

h. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or

radioactive contamination, however caused.

i. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

j. War And Military Action

Loss or damage resulting from:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreement A.1. does not cover:

a. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

b. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

c. Warehouse Receipts

Loss resulting from the fraudu-

- lent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.
3. Insuring Agreements **A.3.**, **A.4.** and **A.5.** do not cover:
- a. **Accounting Or Arithmetical Errors Or Omissions**
Loss resulting from accounting or arithmetical errors or omissions.
 - b. **Exchanges Or Purchases**
Loss resulting from the giving or surrendering of property in any exchange or purchase.
 - c. **Fire**
Loss or damage resulting from fire, however caused, except:
 - (1) Loss of or damage to "money" and "securities"; and
 - (2) Loss from damage to a safe or vault.
 - d. **Money Operated Devices**
Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
 - e. **Motor Vehicles Or Equipment And Accessories**
Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.
 - f. **Transfer Or Surrender Of Property**
 - (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a) On the basis of unauthorized instructions;
 - (b) As a result of a threat to do bodily harm to any person;
 - (c) As a result of a threat to do damage to any property;
 - (d) As a result of a threat to introduce a denial of service attack into your computer system;
 - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
 - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
 - (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or
 - (ii) Weaknesses in the source code within your computer system.
 - (2) But, this Exclusion does not apply under Insuring Agreement **A.5.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
 - g. **Vandalism**
Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.
 - h. **Voluntary Parting Of Title To Or Possession Of Property**
Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.
4. Insuring Agreement **A.6.** does not cover:
- a. **Credit Card Transactions**
Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

c. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

5. Insuring Agreement **A.7.** does not cover:

COMPUTER FRAUD

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

E. Conditions

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees

If, while this policy is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this policy. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

b. Cancellation Of Policy

- (1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- (2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation

if we cancel for non-payment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

(4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

(5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

(6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized 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 a part of this policy.

d. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This policy;
- (2) The property covered under this policy;
- (3) Your interest in the property covered under this policy; or
- (4) A claim under this policy.

e. Consolidation - Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the

assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this policy to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but
- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this policy shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

f. Cooperation

You must cooperate with us in all matters pertaining to this policy as stated in its terms and conditions.

g. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement **A.1.** or **A.2.**) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn

proof of loss within 120 days.

- (5) Cooperate with us in the investigation and settlement of any claim.

h. Employee Benefit Plans

(1) The "employee benefit plans" shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement **A.1.**

(2) If any Plan is insured jointly with any other entity under this policy, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement **A.1.** that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

(3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1.** is replaced by the following:

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

(4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

(5) If two or more Plans are insured under this policy, any payment we make for loss:

(a) Sustained by two or more Plans; or

(b) Of commingled "funds" or "other property" of two or more Plans;

resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.

(6) The Deductible Amount applicable to Insuring Agreement A.1. does not apply to loss sustained by any Plan.

i. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the Policy Period shown in the Declarations and up to 3 years afterward.

j. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this policy, which is "discovered" by you:

(1) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

k. Inspections And Surveys

(1) We have the right to:

- (a) Make inspections and surveys at any time;
- (b) Give you reports on the conditions we find; and
- (c) Recommend changes.

(2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(a) Are safe or healthful; or

(b) Comply with laws, regulations, codes or standards.

(3) Paragraphs k.(1) and k.(2) apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

l. Joint Insured

(1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

(2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this policy, that knowledge is considered knowledge of every Insured.

(3) An "employee" of any Insured is considered to be an "employee" of every Insured.

(4) If this policy or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:

(a) No later than 60 days from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

(5) We will not pay more for

loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.

- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss.

m. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this policy;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

n. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this policy.

o. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this policy, our obligations are limited as follows:

(1) Primary Insurance

When this policy is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

- (b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this policy.

(2) Excess Insurance

- (a) When this policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this policy.

- (b) However, if loss covered under this policy is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

p. Ownership Of Property; Interests Covered

The property covered under this policy is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this policy must be presented by you.

q. Policy Bridge - Discovery Replacing Loss Sustained

(1) If this policy replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this policy became effective:

(a) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is "discovered" by you during the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insurance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.

(b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.

(2) The Other Insurance Condition **E.1.o.** does not apply to this Condition.

r. Premiums

The first Named Insured shown in the Declarations:

(1) Is responsible for the payment of all premiums; and

(2) Will be the payee for any return premiums we pay.

s. Records

You must keep records of all property covered under this policy so we can verify the amount of any loss.

t. Recoveries

(1) Any recoveries, whether effected before or after any payment under this policy,

whether made by us or you, shall be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this policy;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this policy.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original "securities" after duplicates of them have been issued.

u. Territory

This policy covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

v. Transfer Of Your Rights And Duties Under This Policy

(1) Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

(2) If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

w. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

x. Valuation - Settlement

(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

(a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

(i) At face value in the "money" issued by that country; or

(ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

(b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

(i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or

ii. The Limit of Insurance applicable to the "securities".

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs x.(1)(c)(i) through x.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

i. Until the lost or damaged property is actually repaired or replaced; and

ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) We will, at your option, settle loss or damage to property other than "money":

(a) In the "money" of the country in which the loss or damage occurred; or

(b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".

(3) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreement A.1.

a. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.u. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.2.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid

under Insuring Agreement A.2.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.u. does not apply to Insuring Agreement A.2.

4. Conditions Applicable To Insuring Agreements A.4. And A.5.

a. Armored Motor Vehicle Companies

Under Insuring Agreement A.5., we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

(1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.6.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition **E.1.u.** does not apply to Insuring Agreement **A.6.**

F. Definitions

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this policy.

5. "Employee":

a. "Employee" means:

(1) Any natural person:

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed

by the "employee";

- (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
- (2) Any natural person who is furnished temporarily to you:
- (a) To substitute for a permanent "employee" as defined in Paragraph **a.(1)**, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;
- while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **a.(2)**;
- (4) Any natural person who is:
- (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
 - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
- (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property

- outside the "premises";
- (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
 - (8) Any of your "managers", directors or trustees while:
 - (a) Performing acts within the scope of the usual duties of an "employee"; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- b. "Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.
6. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.
 7. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
 8. "Fraudulent instruction" means:
 - a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in Insuring Agreement A.2.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
9. "Funds" means "money" and "securities".
 10. "Manager" means a person serving in a directorial capacity for a limited liability company.
 11. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
 12. "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
 13. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
 14. "Occurrence" means:
 - a. Under Insuring Agreement A.1.:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.
 - b. Under Insuring Agreement A.2.:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other

- persons, involving one or more instruments, during the Policy Period shown in the Declarations, before such Policy Period or both.
- c. Under All Other Insuring Agreements:
- (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, before such Policy Period or both.
15. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this policy.
16. "Premises" means the interior of that portion of any building you occupy in conducting your business.
17. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
18. "Safe burglary" means the unlawful taking of:
- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the "premises".
19. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
20. "Theft" means the unlawful taking of property to the deprivation of the Insured.
21. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - b. By means of written instructions (other than those described in Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
22. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

This endorsement, effective *12:01 am July 1, 2021*
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

Paragraphs **A.** and **B.** apply only to the Commercial Crime Policy, Government Crime Policy and Kidnap/Ransom And Extortion Policy.

A. Paragraphs **(2)** and **(3)** of the **Cancellation Of Policy** Condition are replaced by the following:

(2) All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- (a)** 10 days before the effective date of cancellation if we cancel for:
 - (i)** Nonpayment of premium; or
 - (ii)** Discovery of fraud by:
 - i.** Any insured or his or her representative in

obtaining this policy; or

- ii.** You or your representative in pursuing a claim under this policy.

- (b)** 30 days before the effective date of cancellation if we cancel for any other reason.

(3) All Policies In Effect For More Than 60 Days

- (a)** If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (i)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (ii)** Discovery of fraud or material misrepresentation by:

END 001

- i. Any insured or his or her representative in obtaining this policy; or laws of the state where we are domiciled; or
 - ii. You or your representative in pursuing a claim under this policy. ii Threaten our solvency.
- (iii) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
- (iv) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (v) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (vi) A determination by the Commissioner of Insurance that the:
- i. Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - ii. Continuation of the policy coverage would:
 - i Place us in violation of California law or the
- (vii) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- (b) We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (ii) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph (3)(a).
- B.** The following is added and supersedes any other provision to the contrary:
- Nonrenewal**
1. Subject to the provisions of Paragraph **B.2.**, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.
- We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

END 001

2. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.
 - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph B.1.
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
 - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the time frames shown in Paragraph **B.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.
- C. Under the Commercial Crime Policy, Government Crime Policy and Employee Theft And Forgery Policy, the following is added to the **Valuation - Settlement Condition**:
- Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property, regardless of whether that property has sustained partial or total loss or damage.
- The actual cash value of the lost or damaged property may be significantly less than its replacement cost.



AUTHORIZED REPRESENTATIVE

END 001

ENDORSEMENT# 2

This endorsement, effective at 12:01AM July 01, 2021

forms a part of

Policy number: 01-277-08-05

Issued to: STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES

By: National Union Fire Insurance Company of Pittsburgh, Pa.

DEFINITION OF FORGERY AMENDED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY (DISCOVERY FORM)

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

1. In Section F. Definitions, the definition of "Forgery" is deleted in its entirety and replaced with the following:

"Forgery" means the unauthorized signing of another person's name upon, counterfeiting of or alteration of any "financial instrument" made or drawn by, upon, to the order of or for your benefit. Additionally, mechanically or electronically reproduced signatures are treated the same as handwritten signatures.

2. Section F. Definitions is further amended by adding the following additional definition to the end thereof:

"Financial Instrument" means any check, draft, promissory note, bill of exchange, or similar written promise, order or direction to pay a sum certain in "money"; provided, however, "financial instrument" shall not mean any written instructions to a financial institution to debit a "transfer account" and to transfer, pay or deliver "funds" from said "transfer account" through an electronic funds transfer system.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 002

ENDORSEMENT# 3

**CRIME AND FIDELITY
CR 25 20 08 07**
forms a part of

This endorsement, effective *12:01 am July 1, 2021*
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADD CREDIT, DEBIT OR CHARGE CARD FORGERY**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

and applies to the Forgery Or Alteration Insuring Agreement:

SCHEDULE

Limit Of Insurance	Covered Instruments
\$5,000,000	<input checked="" type="checkbox"/> Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
	<input type="checkbox"/> Limited to written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.
2. The most we will pay in any one "occurrence" is the Limit of Insurance shown in the Schedule.
3. The following exclusion is added to Section D.:
The Forgery Or Alteration Insuring Agreement does not apply to:
NON-COMPLIANCE WITH CREDIT, DEBIT OR CHARGE CARD ISSUER'S REQUIREMENTS
Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 003

ENDORSEMENT# 4

**CRIME AND FIDELITY
CR 25 19 05 06**

This endorsement, effective *12:01 am July 1, 2021*
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE
FOR GOVERNMENT EMPLOYEES**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

SCHEDULE

Insuring Agreement		Limit Of Insurance
<input checked="" type="checkbox"/>	Employee Theft - Per Loss Coverage	\$5,000,000
<input type="checkbox"/>	Employee Theft - Per Employee Coverage	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

1. The following is added to the Employee Theft Insuring Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.

2. The following exclusions are added to Section D.2. Exclusions:

- a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
- b. Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) The tortious conduct of an "em-

ployee", except the conversion of property of other parties held by you in any capacity.

3. The **Indemnification** Condition is replaced by the following:

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

4. Part (I) of the **Termination As To Any Employee** Condition is replaced by the following:

(1) As soon as:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee

END 004

ENDORSEMENT# 4 (Continued)

Theft Insuring Agreement, as amended by this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Ami Z", is positioned above a horizontal line.

AUTHORIZED REPRESENTATIVE

END 004

ENDORSEMENT# 5

This endorsement, effective *12:01 am July 1, 2021* forms a part of
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

BONDED EMPLOYEES EXCLUSION DELETED

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

In Section **D. Exclusions**, subparagraph 2., the exclusion entitled **Bonded Employees** is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 005

ENDORSEMENT# 6

This endorsement, effective at *12:01 am July 1, 2021* forms a part of
Policy number *01-277-08-05*
Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

Product Name: *Government Crime Policy*

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

Coverage shall only be provided and payment of loss under this policy shall only be made in full compliance with enforceable United Nations economic and trade sanctions and the trade and economic sanction laws or regulations of the European Union and the United States of America, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 006

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ENDORSEMENT# 7

This endorsement, effective *12:01 am July 1, 2021* forms a part of
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

CRIME ADVANTAGESM

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

1. **E. Conditions, Conditions Applicable To Insuring Agreements A.1. And A.2., Termination As To Any Employee**, section (2) is deleted in its entirety and replaced with the following:
 - (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least *90* days after the date of mailing.

We will mail or deliver notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. **E. Conditions, Conditions Applicable To All Insuring Agreements, Cancellation Of Policy**, section (2) is deleted in its entirety and replaced with the following:
 - (2) We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (b) *90* days before the effective date of cancellation if we cancel for any other reason.
3. **F. Definitions, "Employee," a. (1)(a)** is deleted in its entirety and replaced with the following:
 - (a) While in your service and for the first *90* days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
4. **F. Definitions, "Employee," a.** is amended by adding the following at the end thereof:

"Employee" is also deemed to include:

 - (a) Any of your directors, trustees or non-compensated officers while performing acts within the scope of the usual duties of an "employee"
 - (b) Any of your directors or trustees who are members of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts
 - (c) Students gaining work experience
 - (d) Any non-compensated natural person other than one who is a fund solicitor, while performing service for you that are usual to the duties of an "employee"

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ENDORSEMENT# 7 (continued)

- (e) Any of your part-time "employees"
 - (f) Any natural person, whether or not compensated, while performing services for you as the chairman, or a member of any committee
5. With respect to a loss for which coverage is provided by this policy and which is sustained partly during the period of other policies providing coverage for such loss issued to you or to any predecessor in interest of yours and terminated or canceled or allowed to expire as of the inception date of this policy, the amount of the deductible that is applicable to the portion of the loss sustained during this Policy Period shall be reduced, in whole or in part, by:
- (a) The amount of the loss which is sustained by you during the period of such other policies if such loss is less than the amount of the deductible applicable to that loss under such other policies, or
 - (b) The amount of the deductible applicable to the loss sustained by you during the period of such other policies if the applicable deductible is less than the amount of the loss sustained during such period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 8

This endorsement, effective at *12:01 am July 1, 2021* forms a part of
Policy number *01-277-08-05*
Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*
Product Name: *Government Crime Policy*

**FIDELITY RESEARCH & INVESTIGATIVE SETTLEMENT CLAUSE (FRISC) LIST
(SUPPLEMENTAL LISTING FOR "FRISC" CLAUSE ENDORSEMENT)
(MIDDLE MARKET ACCOUNTS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

It is agreed that for the purposes of the Fidelity Research & Investigative Settlement Clause ("FRISC") added to this policy, the following list shall apply:

FRISC LISTING:

Names	Address	Telephone No.	Profession
<u>UNITED STATES</u>			
Aksman & Marron, CPA	509 Stillwells Corner Road Freehold, NJ 07728 Attention: Eileen Marron	(732) 462-8080	Accountants
Carranza & Associates	3625 N.W. 82nd Avenue Building 2, Suite 306 Miami, FL 33166 Attention: Luis O. Carranza	(305) 463-7978	Accountants
Friedman LLP	1700 Broadway New York, NY 10019 Attention: Harry Steinmetz	(212) 842-7670	Accountants
Hagen, Streiff, Newton & Oshiro LLP (Various locations in US)	1325 4th Avenue, Suite 1705 Seattle, WA 98101 Attention: Mark Newton And	(206) 447-3338	Accountants
	647 Putnam Pike Greenville, RI 02828 Attention: Peter Fogarty	(401) 949-8001	Accountants

ENDORSEMENT# 8 (continued)

Kinsel Accountancy CPA's	215 North Marengo Avenue, Suite 145 Pasadena, CA 91101 Attention: Stacy A. Kinsel	(818) 240-3300	Accountants
Matson Driscoll & Damico LLP (Various locations in US)	120 Broadway Suite 2830 New York, NY 10271 Attention: Martin Martinovic	(212) 943-4616	Accountants
Meaden & Moore (Various locations in US)	Wall Street Plaza 88 Pine Street 14th Floor New York, NY 10005-1819 Attention: Michael Castillo	(212) 267-6500	Accountants
RSM US LLP (fka McGladrey LLP) (Various locations in US)	191 N. Wacker Drive Suite 1400 Chicago IL 60606 Attention: Richard J. Contorno	(312) 634-4995	Accountants
RGL Forensics (Various locations in US)	1422 Elbridge Payne Road Suite 240 Chesterfield, MO 63017 Attention: Randall H. Wilson	(636) 537-5589	Accountants
Studler, Doyle & Co LLC	1444 Farnsworth Avenue Suite 500 Aurora, IL 60505 Attention: D.M. Studler	(630) 820-5770	Accountants
<u>CANADA</u>			
Ontario:			
LBC Meaden & Moore	40 University Ave Suite 1003 Toronto, Ontario M5J 1T1 Attention: Phil Turner	(416) 496-1000	Accountants
Matson Driscoll & Damico LLP (Various locations in Canada)	4 King Street West Suite 1010 Toronto, ON M5H 1B6 Attention: Bradley J. Ebel & Rehana Moosa	(416) 366-4968	Accountants

Quebec:			
LBC Meaden & Moore (fka LBC Int'l Investigative Accounting) (Various offices in Canada)	1440 St. Catherine Street West Suite 710 Montreal, Quebec H3G 1R8 Attention: Alexandra Kulovics	(514) 866-5431	Accountants
British Columbia:			
James P. Blatchford Consulting	1311 Howe Street Suite 200 Vancouver, BC V6Z 2P3 Attention: James Blatchford	(604) 691-1777	Accountant
RSM US LLP (fka McGladrey LLP)	191 N. Wacker Drive Suite 1400 Chicago IL 60606 Initial Contact: Rick Contorno	(312) 634-4995	Accountant
CARIBBEAN, CENTRAL & SOUTH AMERICA			
ASL	Insurgentes Sur 1898 Piso 12, Of. 1237 Col. Florida, Mexico D.F. 01030 Initial Contact: David Ledger	44 (20) 7357-7631	Accountants
Carranza & Associates	3625 N.W. 82nd Avenue Building 2, Suite 306 Miami, FL 33166 Attention: Luis O. Carranza	(305) 463-7978	Accountants
Grant Thornton	1717 Main Street Suite 1500 Dallas Texas 75201 Attention: Susanna Franco	(214) 561-2400	Accountants
Matson Driscoll & Damico LLP	2500 Weston Road Suite 105 Weston, FL 33331 Attention: Marcelo Fazio	(954) 907-4353	Accountants
RSM US LLP (fka McGladrey LLP)	191 N. Wacker Drive Suite 1400 Chicago IL 60606 Initial Contact: Rick Contorno	(312) 634-4995	Accountants

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AFRICA, U.K., EUROPE & MIDDLE EAST			
ASL (locations in London & Dubai)	31 Bury Street London, UK EC3A 5AG Attention: David Ledger	44 (20) 7357-7631	Adjusters & Accountants
Crawford & Company Adjusters (UK) Limited	Trinity Court 42 Trinity Square London, UK EC3N 4TH Attention: Paul Handy	44 (20) 7625-4000	Investigators
Meaden & Moore International (fka LBC Int'l Investigative Accounting) (offices in London and Paris)	Lloyds Avenue House 6 Lloyds Avenue London, UK EC3N 3AX Attention: Oliver Tiemann	44 (20) 7680-1131	Accountants
Grant Thornton (forensic accountants in the UK)	1717 Main Street Suite 1500 Dallas Texas 75201 Attention: Susanna Franco	(214) 561-2400	Accountants
Matson Driscoll & Damico LLP (Offices in London and Dubai)	Marlow House-1A Lloyds Avenue London, UK EC3N 3AA Initial Contact: Martin Martinovic (New York, NY)	(212) 943-4616	Accountants
RGL Forensics (forensic accountants in the UK and Germany)	8th Floor, Dashwood 69 Old Broad Street London, UK EC2M 1SQ GB Attention: Anthony Levitt	44 (20) 7065-7900	Accountants
RSM US LLP (fka McGladrey LLP)	191 N. Wacker Drive Suite 1400 Chicago IL 60606 Initial Contact: Rick Contorno	(312) 634-4995	Accountants

ASIA, AUSTRALIA & JAPAN			
RGL Forensics	Level 39, 2 Park Street Sydney, NSW 2000 Australia Attention Kimberly Dailey	61 (02) 9268-0711	Accountants
Crawford & Company THG	Trinity Court 42 Trinity Square London, UK EC3N 4TH Attention: Paul Handy	44 (20) 7625-4000	Investigators
Kroll (forensic accountants in Shanghai)	Suite 1600 1628 JFK Boulevard Philadelphia, PA 19103 Attention: John Slavik	(215) 568-8313	Accountants
Grant Thornton (forensic accountants in Australia)	1717 Main Street Suite 1500 Dallas Texas 75201 Attention: Susana Franco	(214) 561-2300	Accountants
Matson Driscoll & Damico LLP (Offices in Hong Kong, Tokyo, Singapore, Bangkok, Sydney and Auckland)	Level 10 Challis house 4 Martin Place Sydney, NSW 2000 Initial Contact: Martin Martinovic (New York, NY)	(212) 943-4616	Accountants
RGL Forensics (forensic accountants in Australia, Japan and Singapore)	Level 16, Bligh Chambers 25 Bligh Street Sydney, NSW 2000 Attention: Ryan Carruth	61 2 8488 6000	Accountants
RSM US LLP (fka McGladrey LLP)	191 N. Wacker Drive Suite 1400 Chicago IL 60606 Initial Contact: Rick Contorno	(312) 634-4995	Accountants

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT# 9

**CRIME AND FIDELITY
CR 25 40 08 07**
forms a part of

This endorsement, effective *12:01 am July 1, 2021*
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUDE EXPENSES INCURRED
TO ESTABLISH AMOUNT OF COVERED LOSS**

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY

and applies to the Insuring Agreement(s) designated below:

SCHEDULE

<input checked="" type="checkbox"/> Employee Theft Insuring Agreement	
Costs, Fees Or Other Expenses	
Limit Of Insurance	Covered Loss
<i>\$50,000</i>	<i>100 %</i>
<input checked="" type="checkbox"/> Computer Fraud Insuring Agreement	
Costs, Fees Or Other Expenses	
Limit Of Insurance	Covered Loss
<i>\$50,000</i>	<i>100 %</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

END 009

ENDORSEMENT# 9 (continued)

The following condition is added to Paragraph **E. Conditions**:

1. We will pay for reasonable costs, fees or other expenses that you incur and pay to an independent accounting, auditing or other service used to determine the amount of loss covered under this insurance.
2. The most that we will pay for reasonable costs, fees or other expenses is limited to the lesser of the:
 - a. Limit of Insurance; or
 - b. Percentage of the Covered Loss; shown in the Schedule.
3. We will pay for reasonable costs, fees or other expenses after settlement of covered loss.
4. We will have no liability to pay any such costs, fees or other expenses if the amount of the covered loss does not exceed the Deductible Amount of the applicable Insuring Agreement.
5. The amount that we will pay is part of, not in addition to, the Limit of Insurance for the applicable Insuring Agreement.
6. Paragraph (3) of the **Indirect Loss Exclusion** is replaced by the following:
Payment of costs, fees or other expenses you incur in establishing the existence of loss under this insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 009

ENDORSEMENT# 10

This endorsement, effective *12:01 am July 1, 2021* forms a part of
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

PRIOR THEFT OR DISHONESTY

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

A. Schedule*

Prior Theft or Dishonesty Amount:	<i>\$25,000</i>
*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

B. E. Conditions is modified as follows:

The paragraph entitled **Termination As To Any Employee** is deleted in its entirety from:

- **Conditions Applicable to Insuring Agreement A.1.**
(with respect to the Commercial Crime Policy)
- **Conditions Applicable to Insuring Agreement A.1. And A.2.**
(with respect to the Government Crime Policy)

and replaced with the following:

Termination As To Any Employee

- (1) This Insuring Agreement is cancelled as to any "employee" immediately upon discovery by:
 - (a) You; or
 - (b) (with respect to the Commercial Crime Policy) Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee";
(with respect to the Government Crime Policy) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee"of "theft" or any other dishonest act committed by the "employee"
 - after becoming employed by you; or
 - prior to becoming employed by you, provided that such conduct involved Loss of Money, Securities or other property valued at the amount specified in the schedule above or more.
- (2) The Insuring Agreement terminates as to any "employee" on the date specified in a notice mailed to the first Named Insured. The date will be at least 30 days after the date of mailing. We will mail or deliver our notice to the first named

ENDORSEMENT# 10 (continued)

Insured's last mailing address known to us. If notice is mailed proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

A handwritten signature in black ink, appearing to read "Ami Z", positioned above a horizontal line.

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END 010

ENDORSEMENT# 11

This endorsement, effective *at 12:01AM July 01, 2021*

forms a part of

Policy number: *01-277-08-05*

Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

ADDITIONAL NAMED INSURED

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY**

Schedule

The following Insured(s) is/are added as Named Insured(s):

NAMED INSURED

Antelope Valley Community College District
Bay Area CCD JPA
Allan Hancock Joint Community College
Contra Costa Community College District
Hartnell Community College District
Monterey Peninsula Community College
Monterey Peninsula College Foundation
Ohlone Community College District
Ohlone College Foundation
San Jose/Evergreen Community College
San Jose/Evergreen Community College Foundation
San Luis Obispo County Comm. Coll. Dist
South Bay Reg Public Safety Training Co
West Valley-Mission Comm. College Dist.
Cabrillo Community College District
Calbright College
Cerritos Community College District
Chabot-Las Positas Comm. College Dist.
Las Positas College Viticulture & Enology Foundation
Citrus Community College District
Citrus College Foundation

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END 011

ENDORSEMENT# 11 (Continued)

This endorsement, effective *at 12:01AM July 01, 2021*

forms a part of

Policy number: *01-277-08-05*

Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

Coast Community College District
College Of The Sequoias
Compton Community College District
Desert Community College District
El Camino Community College District
Foothill-De Anza CC District
Gavilan Joint Community College
Gavilan College Educational Foundation
Imperial Community College District
Kern Community College District
The Bakersfield College Foundation
Lake Tahoe Community College District
Long Beach Community College
Los Rios Community College District
Mt. San Antonio Community College
Mt San Jacinto Community College
Northern Calif Community Colleges SIA
Butte-Glenn Community College District
Butte Community College Foundation
Feather River Community College District
Feather River College Foundation
Lassen Community College District
Lassen College Foundation
Marin Community College District
College of Marin Foundation
Mendocino-Lake Comm. College District
Mendocino College Foundation, Inc.
Napa Valley Community College District
Napa Valley College Foundation
Napa Valley Community College District Auxiliary Services Foundation
Napa Valley Community College Viticulture and Wine Technology Foundation
Redwoods Community College District
College of the Redwoods Foundation
Siskiyou Jt. Comm. College District
College of the Siskiyou Assoc. Student Board

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END 011

ENDORSEMENT# 11 (Continued)

This endorsement, effective *at 12:01AM July 01, 2021*

forms a part of

Policy number: *01-277-08-05*

Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

College of the Siskiyou Foundation
Solano Community College District
Solano Community College Educational Foundation
Solano Community College Scholarship Foundation
Yuba Community College District
Yuba Community College District Foundation
Yuba Community College Retirement Board of Authority
Palo Verde Community College
Palomar College
Pasadena Area Community College Dist.
Rancho Santiago Community College District
Rio Hondo College
San Bernardino Community College
Inland Futures Foundation
San Bernardino Valley College Foundation
Crafton Hills College Foundation
San Diego Community College
San Diego Continuing Education Foundation
San Joaquin Delta College
Santa Clarita Community College District
Santa Monica Community College District
Shasta-Tehama-Trinity Joint C.C. Dist.
Sonoma Co Community College District
South Orange County Community College Dist
Irvine Valley College Foundation
Saddleback College Foundation
Southwestern Community College
Ventura County Community College Dist.
Victor Valley Community College
West Hills Community College
West Kern Community College District

No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period.

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END 011

ENDORSEMENT# 11 (Continued)

This endorsement, effective *at 12:01AM July 01, 2021* forms a part of
Policy number: *01-277-08-05*
Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 12

This endorsement, effective at 12:01AM July 01, 2021

forms a part of

Policy number: 01-277-08-05

Issued to: STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES

By: National Union Fire Insurance Company of Pittsburgh, Pa.

**IMPERSONATION FRAUD COVERAGE
(ADDITIONAL PREMIUM)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL CRIME POLICY (DISCOVERY FORM)
COMMERCIALCRIME POLICY (LOSS SUSTAINED FORM)
GOVERNMENT CRIME POLICY (DISCOVERY FORM)
GOVERNMENT CRIME POLICY (LOSS SUSTAINED FORM)**

It is agreed that in consideration of the additional premium of \$0, the policy is hereby amended as follows:

1. Section A. Insuring Agreements is amended by adding the following Insuring Agreement to the end thereof:

IF. Impersonation Fraud Coverage

We will pay for loss of "funds" resulting directly from a "fraudulently-induced instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account."

2. Solely with respect to Impersonation Fraud Coverage provided by this endorsement, Section F. Definitions, is amended by adding the following at the end thereof:

"Fraudulently-induced instruction" means an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction communicated by you or your "employee" based upon an instruction received and relied upon by you or your "employee" which was transmitted:

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END 012

ENDORSEMENT# 12 (Continued)

This endorsement, effective *at 12:01AM July 01, 2021* forms a part of
Policy number: *01-277-08-05*
Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

- a. by a purported director, officer, partner, member, sole proprietor or other "employee" of yours - or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or other "employee" - but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; or
 - b. by a purported director, officer, partner, member, sole proprietor or employee of your "vendor" or "client" - or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or employee - but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; provided, however, "fraudulently-induced instruction" shall not include any such instruction transmitted by an actual director, officer, partner, member, sole proprietor or employee of your "vendor" or "client" who was acting in collusion with any third party in submitting such instruction.
3. Solely for purposes of this endorsement, the following definitions are added:
- "Vendor" means any person, firm, company, corporation, organization, association or other entity that provides goods or services to you pursuant to a legitimate relationship that pre-exists the loss of "funds" that is the subject of the coverage provided by this endorsement.
- "Client" means any person, firm, company, corporation, organization, association or other entity to whom you provide goods or services for a fee pursuant to a legitimate written contract that pre-exists the loss of "funds" that is the subject of the coverage provided by this endorsement.
4. The Limit of Insurance for the coverage provided by this endorsement for all loss arising from an "occurrence" is \$100,000.
5. Solely with respect to coverage provided by this endorsement, the applicable per "occurrence" Deductible Amount is \$25,000.

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END 012

ENDORSEMENT# 12 (Continued)

This endorsement, effective at 12:01AM July 01, 2021 forms a part of
Policy number: 01-277-08-05
Issued to: STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES

By: National Union Fire Insurance Company of Pittsburgh, Pa.

6. Solely for purposes of this endorsement, the following exclusion shall apply:

The coverage afforded by this endorsement does not apply to any loss occurring prior to October 14, 2015.

7. It is further understood and agreed that except as provided in this endorsement, this policy does not cover loss resulting directly or indirectly from reliance by you or an "employee" upon any transfer, payment or account-related instruction transmitted by an imposter purporting to be a customer, "client," "vendor," director, officer, partner, manager, "member," sole proprietor, "employee," or agent of yours. The foregoing provision, however, shall not apply to the coverage afforded under the **Employee Theft or Forgery Or Alteration** Insuring Agreements of this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



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END 012

ENDORSEMENT# 13

This endorsement, effective at 12:01AM July 01, 2021

forms a part of

Policy number: 01-277-08-05

Issued to: STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES

By: National Union Fire Insurance Company of Pittsburgh, Pa.

**FRISC ENDORSEMENT
(OPTIONAL WITH CLAIMS EXPENSE COVER IF OPT-OUT)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

PROVISIONS:

It is agreed that:

Section E. Conditions, Clause 1. Conditions Applicable To All Insuring Agreements, paragraph (f) Duties In The Event Of Loss, subparagraph (1) is deleted and replaced by the following:

(1) Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the Named Insured shall give written notice of:

- (a) such loss or occurrence which may give rise to a claim for loss; and
- (b) the Named Insured's election to apply either Loss Settlement Clause 1 or Loss Settlement Clause 2, as set forth below, to such loss,

to the Company or any of its authorized agents as soon as practicable, but not later than 60 days after discovery. This policy shall apply pursuant to the election of either loss Settlement Clause 1 or Loss Settlement Clause 2 set forth in the written notice given by the Named Insured to the Company. If the Named Insured fails to make an election pursuant to subparagraph (b) above, this policy shall apply as if the Named Insured had elected to apply Loss Settlement Clause 1 to such loss.

- 1) LOSS SETTLEMENT CLAUSE 1: The Fidelity Research & Investigative Settlement Clause (FRISC)

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END 013

This endorsement, effective *at 12:01AM July 01, 2021* forms a part of
Policy number: *01-277-08-05*
Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

The Named Insured shall cooperate with the Company in the investigation and settlement of the claim, including providing us with all requested information and documents pertaining to the claim.

An independent Investigative Specialist will investigate the facts and determine the quantum of loss. The report issued by the Investigative Specialist will be definitive as respects the facts and the quantum.

After a joint review of the investigative report, if the Named Insured and the Company cannot agree upon the settlement of loss, the Company, at the Named Insured's request, shall submit the dispute to mediation and/or arbitration (if applicable). The rules of the American Arbitration Association shall apply to this proceeding except for the selection of the mediator and/or arbitrator.

The Named Insured shall choose an Investigative Specialist and, if needed, a Mediator and/or Arbitrator from the attached listing, provided the choice does not present a clear conflict of interest. The Company and the Named Insured will jointly direct and share equally the cost of the Investigative Specialist. The Deductible Amount is not applicable to the cost of the Investigative Specialist and the expense paid by the Company will be a part of, and not in addition to, the limit of liability.

The Company may amend the listing of Investigative Specialists, Mediators and Arbitrators. However, no changes shall be made to the listing attached to this endorsement during the Policy Period unless the amendments are at the Named Insured's request.

2) LOSS SETTLEMENT CLAUSE 2

- (a) The Name Insured shall be required to meet the following conditions in presenting the claimed loss to the Company: (a) except under Insuring Agreements 1 and 2, the Named Insured shall have notified local law enforcement authorities if the loss or occurrence may involve a violation of the law; (b) the Named Insured shall file a detailed Proof of the Loss, duly sworn to, with the Company within 120 days after the discovery of the loss; and (c) the Named Insured shall provide all requested information and documents and cooperate with the Company in all matters pertaining to the loss.

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END 013

This endorsement, effective at 12:01AM July 01, 2021 forms a part of
Policy number: 01-277-08-05
Issued to: STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES

By: National Union Fire Insurance Company of Pittsburgh, Pa.

Upon the Company's request, the Named Insured shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to the loss or claims with respect thereto.

- (b) Claims Expense: Coverage under the attached Policy is extended to include reasonable expenses (excluding the cost of services rendered by employees of the Named Insured) incurred by the Named Insured for producing and certifying particulars or details of the Named Insured's business required by the Company in order to arrive at a Loss payable under this policy ("Claims Expense Coverage"). If no loss is established hereunder, then the Named Insured will bear all such expenses. The limit of liability for all Claims Expense Coverage provided hereunder shall be \$50,000 and shall be part of and not in addition to the Company's limit of liability under the policy. There shall be no coverage hereunder for any expenses arising out of any legal dispute, suit or arbitration with the company. No deductible is applicable to the Claims Expense Coverage.
- (c) In Section D. Exclusions, Exclusion f. Indirect Loss, subparagraph (3) is amended by adding the following to the end thereof:

"except when covered under the Claims Expense Coverage."
- (d) No action shall be brought against the Company until: 1) there has been full compliance with all the terms of this Policy; 2) until ninety days after the required Proof of Loss has been filed with the Company; and, 3) unless commenced within two years from the date when the Named Insured discovers the loss.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

Any dispute between the Named Insured and the Company involving the amount or valuation of the loss will not be submitted to mediation or arbitration for resolution.

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END 013

ENDORSEMENT# 13 (Continued)

This endorsement, effective at *12:01AM July 01, 2021* forms a part of
Policy number: *01-277-08-05*
Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*
By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

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END 013

ENDORSEMENT# 14

**CRIME AND FIDELITY
CR 25 12 08 07**
forms a part of

This endorsement, effective *12:01 am July 1, 2021*
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE TREASURERS OR TAX COLLECTORS
AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

Treasurers Or Tax Collectors
<i>ANY TREASURER OR TAX COLLECTOR OF THE INSURED</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "employee" is amended to include your treasurers or tax collectors shown in the Schedule.
2. Exclusion **D.2.d. Treasurers Or Tax Collectors** is deleted.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

END 014

ENDORSEMENT# 15

This endorsement, effective at *12:01 am July 1, 2021* forms a part of
Policy number *01-277-08-05*
Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

PROTECTED INFORMATION EXCLUSION

This endorsement modifies insurance provided under the following:

ISO COMMERCIAL CRIME POLICY
ISO GOVERNMENT CRIME POLICY

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover loss resulting directly or indirectly from the: (i) "theft," disappearance or destruction of; (ii) unauthorized use or disclosure of; (iii) unauthorized access to; or (iv) failure to protect any:

- (1) confidential or non-public; or
- (2) personal or personally identifiable;

information that any person or entity has a duty to protect under any law, rule or regulation, any agreement or any industry guideline or standard.

This exclusion shall not apply to the extent that any unauthorized use or disclosure of a password enables a "theft" by your "employee" of your "money," "securities" or "other property" or that you are holding for a third party; provided, however, this exception shall not apply to the extent that such unauthorized use or disclosure of a password enables a "theft" of or disclosure of information.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

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END 015

ENDORSEMENT# 16

This endorsement, effective at *12:01 am July 1, 2021* forms a part of
Policy number *01-277-08-05*
Issued to: *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

By: *National Union Fire Insurance Company of Pittsburgh, Pa.*

INDIRECT OR CONSEQUENTIAL LOSS EXCLUSION

This endorsement modifies insurance provided under the following:

ISO COMMERCIAL CRIME POLICY
ISO GOVERNMENT CRIME POLICY

It is agreed that:

1. Clause D.1.f. Indirect Loss Exclusion is deleted in its entirety and replaced with the following:

f. Indirect or Consequential Loss

Loss that is an indirect or consequential result of an "occurrence", including but not limited to loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

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END 016

ENDORSEMENT# 17

This endorsement, effective *12:01 am July 1, 2021* forms a part of
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

**NOTICE OF CLAIM
(REPORTING BY E-MAIL)**

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. *Email Reporting of Claims:* In addition to the postal address set forth for any Notice of Claim Reporting under this policy, such notice may also be given in writing pursuant to the policy's other terms and conditions to the Insurer by email at the following email address:

c- claim@AIG.com

Your email must reference the policy number for this policy. The date of the Insurer's receipt of the emailed notice shall constitute the date of notice.

In addition to Notice of Claim Reporting via email, notice may also be given to the Insurer by mailing such notice to: AIG, Financial Lines Claims, P.O. Box 25947, Shawnee Mission, KS 66225 or faxing such notice to (866) 227-1750.

2. *Definitions:* For this endorsement only, the following definitions shall apply:
 - (a) "Insurer" means the "Insurer," "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.
 - (b) "Notice of Claim Reporting" means "notice of claim/circumstance," "notice of loss" or other reference in the policy designated for reporting of claims, loss or occurrences or situations that may give rise or result in loss under this policy.
 - (c) "Policy" means the policy, bond or other insurance product to which this endorsement is attached.
3. This endorsement does not apply to any Kidnap & Ransom/Extortion Coverage Section, if any, provided by this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE

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END 017

ENDORSEMENT# 18

This endorsement, effective *12:01 am July 1, 2021*
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
CRDS04	08/07	GOVERNMENT CRIME POLICY DECLARATIONS
CR0022	05/06	Commercial Crime Policy (Discovery Form)
CR 02 49	09/12	CALIFORNIA CHANGES
133532	07/19	DEFINITION OF FORGERY AMENDED ENDORSEMENT
CR2520	08/07	ADD CREDIT, DEBIT OR CHARGE CARD FORGERY
CR2519	05/06	ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES
95419	08/07	BONDED EMPLOYEES EXCLUSION DELETED
119679	09/15	ECONOMIC SANCTIONS ENDORSEMENT
95427	08/07	CRIME ADVANTAGE
128543	01/18	FRISC (MIDDLE MARKET ACCOUNTS) (ISO) SUPPLMENTAL LISTING FOR CLAUSE ENDTS
CR2540	08/07	INCLUDE EXPENSES INCURRED TO ESTABLISH AMOUNT OF COVERED LOSS
95442	08/07	PRIOR THEFT OR DISHONESTY
95417	08/07	ADDITIONAL NAMED INSURED
134480	07/19	IMPERSONATION FRAUD COVERAGE (ADDITIONAL PREMIUM) (ISO COM AND GOV CRIME)
116974	05/15	FRISC OPTIONAL WITH CLAIMS EXPENSE COVERAGE IF OPT OUT
CR2512	08/07	INCLUDE TREASURER OR TAX COLLECTORS AS EMPLOYEES
113013	10/12	PROTECTED INFORMATION EXCLUSION
113024	10/12	INDIRECT OR CONSEQUENTIAL LOSS EXCLUSION
99758	08/08	NOTICE OF CLAIM (REPORTING BY E-MAIL)
78859	10/01	FORMS INDEX ENDORSEMENT

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END 018

ENDORSEMENT# 18

This endorsement, effective *12:01 am July 1, 2021*
policy number *01-277-08-05*
issued to *STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES*

forms a part of

by *National Union Fire Insurance Company of Pittsburgh, Pa.*

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

FORM NUMBER	EDITION DATE	FORM TITLE
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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.



AUTHORIZED REPRESENTATIVE



**CLAIM REPORTING FORM
FIDELITY SUPPLEMENTAL**

(Only complete this supplemental if the Claim is being reported under Fidelity Coverage)

Issuing Company: *National Union Fire Insurance Company of Pittsburgh, Pa.*

Reported under Policy/Bond Number: 01-277-08-05



Date of Discovery: _____ Estimated Amount of loss: _____

Cause of Loss:	Employee Dishonesty	_____	Computer Fraud	_____
	Funds Transfer	_____	Robbery/Burglary	_____
	ID Theft	_____	Forgery	_____
	Client Property	_____	In Transit	_____
	ERISA	_____	Credit Card Forgery	_____
	Other	_____	if Other, describe:	_____



Send Notice Of Claims To:	AIG	Phone: (888) 602- 5246
	Financial Lines Claims	Fax: (866) 227- 1750
	P.O. Box 25947	Email: c- Claim@AIG.com
	Shawnee Mission, KS 66225	