

Ulico Casualty Company	Ulico Casualty Company - Revise
<p>This is a Claims Made Policy. Except as otherwise provided, this policy covers only Wrongful Acts reported to the Company during the policy period.</p>	<p>This is a Claims Made and Reported Policy. This policy, subject to its terms, applies only to any claim first made during the policy period, <u>the automatic extended reporting period</u>, or the extended reporting period which results from a wrongful act, <u>wrongful offense or wrongful employment practice</u> and which is subsequently reported to Ulico during the policy period, the <u>automatic reporting period</u>, or the extended reporting period (if applicable).¹</p>
<p>It has been the understanding coverage continues for the individual labor leader for actions that occurred while a labor leader at the insured union without additional premium being paid, if the leader retires or leaves the union. However, this has not been stated in the policy itself.</p>	<p>The Labor Leader Endorsement is being amended to clarify coverage continues for the leader for actions that occurred while a labor leader at the insured union without additional premium being paid, if the leader retires or leaves the union. Coverage to be subject to the terms and conditions of the policy.</p>

¹ We like the inclusion of the automatic extended reporting period

<p>COVERAGE CLAUSES</p> <p>“Labor Union Liability” and “Personal Injury & Publishers Liability” are separate Coverage Clauses however they share a per claim and aggregate limit and deductible</p>	<p>INSURING AGREEMENT</p> <p>Coverages are no longer separated. This is a good thing.</p>
<p>ESTATES AND LEGAL REPRESENTATIVES</p> <p>Subject otherwise to all other terms and conditions of this policy, coverage hereunder shall extend to claims for the Wrongful Acts of Insureds who are deceased or against the legal representatives or assigns of such Insureds who are incompetent, insolvent or bankrupt.</p>	<p>ESTATES AND LEGAL REPRESENTATIVES, <u>SPOUSAL LIABILITY</u> Subject to the <i>limitations, conditions, provisions</i> and other terms of this policy:</p> <ol style="list-style-type: none"> 1. coverage shall extend to claims for the wrongful acts, <i>wrongful offenses or wrongful employment practices</i> of insureds who are deceased or against the legal representatives or assigns of such Insureds who are incompetent, insolvent or bankrupt. 2. If a claim against an insured includes a claim against the lawful uninsured spouse or such insured solely by reason of such spouse’s status as a spouse or such spouse’s ownership interest in property which the claimant seeks as recovery for a the wrongful act, wrongful offense or wrongful employment practice of such insured <i>person, <u>all loss which such spouse becomes legally obligated to pay on account of such claim shall be treated for purposes of this policy as loss which such insured becomes legally obligated to pay on account of a claim made against such insured. All limitations, conditions, provisions and other terms of coverage applicable to such insured’s loss shall also be applicable to such spousal loss.</u></i> However, coverage shall not apply to the extent any claim alleged any act or omission by such insured <i>person’s</i> spouse.
<p>DEFENDANT’S REIMBURSEMENT</p>	<p>DEFENDANT’S REIMBURSEMENT</p>

Silent	Ulico shall pay an amount of \$300 to each insured for each day or part of a day that any insured <i>person's</i> attends as a witness any trial, deposition, or interrogation at which Ulico has requested any insured <i>person's</i> attendance, or when the court requires such attendance. This payment shall only apply to appearances involving claims against an insured and is not subject to any deductible. Maximum for all such appearances during the policy period shall not exceed \$7,500. ²
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² The problem in the past has been insured's costs when they are called to testify or submit evidence in connection with an investigation that has not triggered a claim. Our first read of this policy extension was that it responded to this expense. We realize now it does not but we are concerned insured by be confused as we were and assume they have coverage to pay the costs they incur when they are called as witnesses in matters unrelated to this union liability policy.

<p>DEFENSE AND SETTLEMENT</p> <p>Defense and Settlement: The Company shall have the right and duty to defend any suit to which this insurance applies alleging a claim against the Insured even if any of the allegations are groundless, false or fraudulent, or alternatively may, at the options of the Company, give its written consent to the defense of any such suit by the Insured.</p> <p>No Defense Costs shall be incurred or settlements made without the Company’s consent which shall not be unreasonably withheld.</p>	<p>DEFENSE AND SETTLEMENT</p> <ul style="list-style-type: none"> ▪ <u>Insureds – not Ulico – have the duty to defend claims against them.</u> ▪ Ulico will advance defense costs subject to insured’s agreement to repay claims expense in the event there is no coverage for claims under the policy. ▪ Insured has the right to select counsel subject to consent of Ulico. Consent shall not be unreasonably withheld. Also subject to selected counsel’s agreement to comply with the litigation guidelines set forth by Ulico. ▪ Ulico may with the written consent of the insured, make any settlement or compromise any claim they deem appropriate. ▪ Insured may not settle claim, make settlement offer, incur claims expense or otherwise assume any contractual obligations or admit any liability without Ulico’s written consent. Ulico shall not be liable for any settlement, claims expenses, assumed obligations or admissions to which it has not consented. ▪ If both covered and uncovered loss is incurred, Ulico shall allocate such amount based on relative legal exposures.
<p>COVERAGE CLAUSES</p> <p>“Labor Union Liability” and “Personal Injury & Publishers Liability” are separate Coverage Clauses however they share a per claim and aggregate limit and deductible</p>	<p>INSURING AGREEMENT</p> <p>Coverages are no longer separated. This is a good thing.</p>

DEFINITIONS ³	
<p>“Defense Costs” means that part of Loss consisting of costs, charges and expenses (other than regular or overtime wages, salaries or fees of the trustees, directors or employees of the Union) incurred in the defense of legal actions, claims, or proceedings and appeals therefrom and the cost of appeal, attachment or similar bonds and is a part of, and not in addition to, the limit of liability provided in Item 3 of the Declarations</p>	<p>“Claims Expenses”⁴ means that part of loss consisting of reasonable and necessary fees and expenses incurred by Ulico or by the insured with the prior written consent of Ulico, which shall not be unreasonably withheld and resulting solely from the investigation, defense, settlement and appeal of a claim, including the premium for appeal bonds regarding such claim, but claims expenses shall not include salaries wages, benefits or overhead of, or paid to, any insured, except for payments which Ulico may be liable under Section II, Additional Expenses, Item C.</p>
<p>“ Loss” means the total amount which the Insured become legally obligated to pay on account of all claims made against the insured for wrongful acts with respect to which coverage hereunder applies, including but not limited to, damages, judgments, settlements, costs and Defense Costs. Loss does not include fines, penalties, or taxes imposed by law, punitive, exemplary or multiple damages or matters uninsurable under the law pursuant to which the policy is construed.</p>	<p>1. “Loss” means money, including but not limited to, damages, judgments, settlements, costs, prejudgment and postjudgment interest, which any insured shall become legally obligated to pay as a result of a claim. Loss also means claim expenses incurred in the investigation, defense, settlement and appeal of a claim. Loss does not include matters uninsurable under the law pursuant to which this policy is construed.</p>
<p>“Wrongful Act” means any error, misstatement or misleading statement, act or omission, or neglect or breach of duty of fair representation, committed, attempted or allegedly committed or attempted by any insured individually or otherwise, in the discharge of his duties to the Union, or any matter claimed against him solely by reason of his serving in such capacity. All such</p>	<p>Wrongful Act means any actual or alleged error, or omission, or breach of duty committed or alleged to have been committed by the union or any insured person in the discharge of his or her duties solely in his or her capacity as an insured person. Wrongful act includes, but is not limited to:</p> <p>1. The fair representation of all union members</p>

³ Sometimes definitions are disguised exclusions. For this reason, often the best definition is no definition, particularly because the rules of policy construction deem that unclear or ambiguous language is interpreted in favor of the insured.

⁴ Note that in revision, Ulico changes “Defense Costs” to “Claims Expenses”

<p>causally connected errors, statements acts, omissions neglects or breaches of duty or such matters committed or attempted by, allegedly committed or attempted by or claimed against one or more of the Insureds shall be deemed interrelated wrongful acts.</p> <p>3</p>	<ol style="list-style-type: none"> 2. Any union election 3. The denial of union membership to anyone 4. The recruitment of new union members 5. The disciplining or expulsion of any union member 6. The processing of any union member’s grievance 7. The financial management of the union
<p>“Personal Injury & Publishers Liability” means any Wrongful Act in connection with any actual, alleged, or attempted:</p> <ol style="list-style-type: none"> 1. false arrest, wrongful detention or imprisonment, or malicious prosecution; 2. libel, slander, defamation of character 3. wrongful entry, eviction or other invasion of the right of privacy; 4. infringement of copyright or trademark or unauthorized use of title; or 5. plagiarism or misappropriation of ideas 	<p>“Personal Injury” means injury arising out of one or more of the following offenses:</p> <ol style="list-style-type: none"> 1. false arrest, wrongful detention or imprisonment, or malicious prosecution; 2. libel, slander, or defamation of character 3. wrongful entry or eviction or other invasion of the right of privacy to private occupancy; or 4. infringement of copyright or trademark or unauthorized use of title; 5. plagiarism or misappropriation of ideas
<p>“Insured” means the Union named in Item 1 of the Declarations and any person who has been, now is, or shall become a duly elected or appointed director or trustee, a duly elected or appointed officer, an employee of the Union, board members, committee members, shop stewards, business agents whether or not they are salaried, and any other person acting on behalf of the Union or</p>	<p>Insured, either in the singular or plural, means the union or insured persons, collectively or individually, and any other natural person or organization designated as an additional insured person by endorsement to this policy.</p> <p>Insured Person means any natural person serving as past, present</p>

<p>at the direction of an officer or board of directors of the Union⁵</p>	<p>or future director, trustee, officer, employee, board member and committee member⁶; shop steward, or business agent of the union, whether or not they are salaried, and any other person acting on behalf of the Union or at the direction of an officer or board of directors of the Union while acting in their capacity as such.</p>
<p>“Union” means the duly constituted, chartered and recognized entity named in Item 1 of the Declarations</p>	<p>“Union” means the organization named in Item 2 of the Declarations and any organizations named in any endorsements to Item 1, but does not include any authorized, chartered or otherwise affiliated unions, which are affiliated with the entity shown in Item 2 of the declarations, nor does union include any organizations or bodies which are subsidiary to the entity named in Item 2 of the declarations.</p>
<p>“Policy Year” means the period of any year following the inception of this policy or any anniversary thereof, or if the time between such inception or any anniversary and the termination of the policy is less than one year, such lesser period. If the Extended Reporting Period is exercised then such Extended Reporting Period shall be part of the last Policy Year and not an additional period.</p>	<p>“Policy Period” means the period of time between the effective date and expiration date shown in item 3 of the declarations. If the policy is canceled prior to the expiration date, the policy period is the period of time between the effective date and the cancellation of this policy.</p>
<p>“Claim” is not defined</p>	<p>“Claim” means: 1. a written demand for monetary damages or injunctive relief or</p>

⁵ The definition of insured has been changed in the new Ulico form to eliminate “any other person acting on behalf of the Union or at the direction of an officer or board of directors of the Union”. This is a significant loss of coverage.

⁶“Board Member” and “Committee Member” were deleted for the first revision, but has been reinserted in the final.

	<p>other equitable relief.</p> <ol style="list-style-type: none">2. A civil proceeding commenced by the service of a complaint or similar3. a formal administrative or regulatory investigation or <i>proceeding</i> commenced by the filing of a notice of charges, formal investigative order or similar document or <p>against an insured for a wrongful act, wrongful offense or wrongful employment practice including an appeal therefrom.</p>
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EXCLUSIONS

Exclusions are grouped so that similar exclusion can be viewed at the same time. For this reason some exclusions may be out of order but their numbering corresponds with the numbering in the policy form.

<ol style="list-style-type: none">1. Based on facts or circumstances which at the time of acceptance by the Company of the Insured's initial application for coverage, the Insured had reason to know might lead to a claim against the Insured.2. Arising from any circumstances if written notice of such circumstances has been given under any policy the term of which has expired prior to the inception	<ol style="list-style-type: none">1. Any fact, circumstance or situation which <i>may reasonably</i> be expected to result in a claim, known by <i>any Insured at any time</i> prior to the effective date of the first Union Liability Policy issued by Ulico to the insured and continually renewed by us;2. Any <i>fact, circumstance or situation</i> if written notice of such has been given under any policy with an effective date that predates the effective date of this policy.⁷ 6. Any demand, suit or other proceeding pending, or order, decree or judgment rendered against an insured on or prior to the earliest of (1) the effective date of the coverage under the policy or (2) the effective date of coverage under the first claims made policy issued to the insured by Ulico provided that similar and uninterrupted coverage has been in force with Ulico since that time; <i>or from the same or substantially similar fact, circumstance or situation underlying or alleged.</i>⁸
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⁷ While we realize both exclusions are inspired by past problems and are an attempt to prevent paying claims arising out previously known matters, the rating reflects a significant limitation of coverage.

⁸ What does this last part mean?

<p>3. based upon any actual or alleged violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974, and amendments thereto or similar provisions of Federal, State or local statutory law or common law</p> <p>3</p>	<p>3. based upon <i>arising from, or in consequence of</i>⁹ any actual or alleged violation of any of the responsibilities, obligations or duties imposed by, including, but not limited to, any costs or expenses incurred by any insured in conjunction with any of the following</p> <ul style="list-style-type: none"> ▪ ERISA ▪ OSHA ▪ RICO ▪ WARN ▪ ADA¹⁰ ▪ Any workers compensation, employers liability, disability, insurance, or medical benefits, severance or social security benefits or unemployment compensation law; <p>Including any and all rules or regulations promulgated under any of the foregoing and any and all amendments thereto, or any similar ore related provisions of any federal state or local statutory or common law, however, this exclusion shall not apply to any claim for retaliation brought by an employees which results from the exercise of the employee’s rights under the above laws</p> <p>¹¹</p>
<p>1. based upon or attributable to bodily injury, sickness, disease, emotional distress, mental anguish or death of any person, or for damage to or destruction of any tangible property including loss of use thereof</p>	<p>4. Any actual or alleged bodily injury, sickness, disease, mental anguish, emotional distress, or death of any person or for damage to or destruction of any tangible property including loss of use thereof; however, this exclusion shall not apply with</p>

⁹ This language added to final version

¹⁰ Coverage for ADA returned to final version

¹¹ This is one of the most objectionable features in the new policy. We asked Ulico to amend, but they have only returned coverage for violation of ADA

	respect to any actual or alleged mental anguish or emotional distress in any claim brought by an employee of the union which results from a for a wrongful employment practice.
2. arising from the failure to purchase or maintain adequate insurance other than the fidelity bond required by law;	5. Silent
7. brought about or contributed to by the dishonesty of such insured if a claim or a judgment or other final adjudication adverse to such insured establishes that such acts of dishonesty, actual criminal or willful or reckless violation of any statute or court order of any insured were committed or attempted by such insured and were material to the cause of action so adjudicated	14. <i>Based upon, arising from, or in consequence of any actual or alleged Any deliberately dishonest, illegal, fraudulent or criminal acts or any willful violation of any statute or regulation by the insured, including but not limited to any theft, fraud, embezzlement, conversion of funds, extortion, making or taking any bribe, making or receiving any illegal monetary or non-monetary kickback, or applying or approving any illegal or improper loan; provided, however, that this exclusion shall not apply to (a) a claim for a wrongful employment practice, or to Ulico's obligation to, pay, reimburse, or advance claim expenses regarding such claim for a wrongful employment practice, until a judgment or other final adjudication adverse to the union shall establish such acts and/or violations or (b) a claim against the union, or to Ulico's obligation to pay, reimburse or advance claims expenses regarding such claim against the union, until a judgment or final adjudication adverse to the union shall establish such acts and/or violations¹²</i>
8. based upon or attributable to such Insured having received any	13. <i>Based upon, arising from, or in consequence of any actual or</i>

¹² The newly added italicized language at the end is very confusing to us. We have asked Ulico for an explanation of the intent

<p>remuneration or having gained any personal profit or advantage to which he was not legally entitled;</p>	<p><i>alleged conduct for which any insured having gained in fact any personal profit, remuneration or advantage to which such insured was not legally entitled, or for return by the insured of any remuneration paid to or received by such insured it payment or receipt of such remuneration was in violation of law; provided, however, that this exclusion shall not apply to such claim against the union, or to Ulico's obligation to pay, reimburse or advance claims expenses regarding such claim against the union, until a judgment or final adjudication adverse to the union shall establish such acts and/or violations</i></p>
<p>8. as a result of actual or alleged boycotts, picketing, strikes, lockouts, demonstrations sick-outs, slowdowns, refusals to cross picket lines, work stoppages or any similar activity or job action: brought by employers, other unions and injured third parties, except when brought by a bargaining unit member of the named insured for a wrongful act.</p>	<p>10. Any actual or alleged boycotts, picketing, group or mass picketing which may have blocked ingress or egress to any plant or worksite, violence at or away from a picket line, strikes, lockouts, demonstrations sick-outs, slowdowns, refusals to cross picket lines, work stoppages or any similar activity or job action brought by employers, other unions or injured third parties, except when brought by a bargaining unit member of the named union based upon a wrongful act.</p>
<p>9. constituting punitive or exemplary damages, fines, penalties, taxes, multiplied damages imposed by law, except that if a suit shall have been brought against the Insured for the claim falling within the coverage hereof seeking both compensatory, punitive or exemplary damages, fines, penalties, taxes or</p>	<p>B. Ulico shall not be liable for that part of loss, other than claims expenses</p> <ul style="list-style-type: none"> ▪ Which constitutes punitive or exemplary damages, fines or penalties or the multiplied portion of any multiplied damages

<p>multiplied damages, then the Company will afford a defense to such action until such time as the suit for compensatory damages has been settled, dismissed or withdrawn, provided however, the Company shall have no liability for punitive or exemplary damages, fines, penalties, taxes or multiplied damages</p> <p>3</p>	<p>award;</p> <ul style="list-style-type: none"> ▪ As a result of a claim, or any portion thereof, seeking injunctive or equitable relief.¹³ ▪ <i>Which constitutes costs or expenses incurred by an insured to make premises accessible to persons with disabilities as required by the Americans with Disabilities Act of 1990, including any and all rules or regulations promulgated thereunder and any and all amendments thereto, or any similar or related provisions of any federal, state or local statutory law or common law.</i>¹⁴
<p>10. based upon or attributable to any actual or alleged conflict of interest arising from (1) the failure of any Insured to account properly and fully for any personal profit, or (2) the direct or indirect ownership or control of assets or interests, or (3) any dealings with the Union as an adverse party or on behalf of an adverse party;</p>	<p>15. any actual or alleged conflict of interest arising from:</p> <ul style="list-style-type: none"> ▪ the failure of any insured <i>person</i> to account properly and fully for any personal profit ▪ the direct or indirect ownership or control of assets or interests by any of the insured <i>person</i>; or ▪ any dealings between any of the insured <i>person</i> and the Union as an adverse party or on behalf of an adverse party;
<p>11. brought by one union organization against an affiliated or subsidiary union organization that it has chartered; or brought by an Insured or Individual Named Insured against any other Insured or Individual Named Insured.</p>	<p>8. Any claim brought by, or on behalf of in the name or right of any</p> <ul style="list-style-type: none"> ▪ <i>Any national of international labor organization which has chartered the union, any subsidiary or any affiliate of the union; or any local labor organization chartered by the union; or;</i>¹⁵

¹³ Somewhat misleading as the definition of “claim” includes: Claim” means: a written demand for monetary damages or injunctive relief or other equitable relief.

¹⁴ New to final version

¹⁵ This is a significant limitation of coverage since the previous exclusion on applied to claims by one union organization against an affiliated or subsidiary union organization that it has chartered

	<ul style="list-style-type: none"> ▪ <i>Any</i> Insured in any capacity; however, this exclusion shall not apply to any Claim which is brought by any of the employees or former employees of the Union which results from a wrongful employment practice ▪ Outside entity or any Joint Apprenticeship Training Committee
12. based upon or attributable to the operations of any political action committee	12. the operations of any political action committee
B. 1. (This exclusion applies only to Insuring Clause B - Personal Injury and Publishers Liability) - Liability assumed by the Insured under any contract.	5. for any liability assumed by the insured under any contract or agreement, either oral or written, except to the extent that the insured would have been liable in the absence of the contract or agreement, or unless the liability arises out of the terms of a collective bargaining agreement entered into by the insured. ¹⁶
B. 2. (This exclusion applied only to Insuring Clause B - Personal Injury and Publishers Liability) - Personal injury arising out of violation of penal statute or ordinance committed by or with the knowledge or consent of any Insured	No separate exclusion regarding violation of penal statute or ordinance. See Exclusion 14
B. 3. (This exclusion applied only to Insuring Clause B - Personal Injury and Publishers Liability) - Personal injury arising out	11. Any publication or utterance concerning any organization or business enterprise or its products or services made by or at

¹⁶ This is more restrictive because the prior exclusion applied only to Insuring Clause B - Personal Injury and Publishers Liability.

<p>of a publication or utterance concerning any organization or business enterprise or its products or services made by or at the direction of the Insured with knowledge of the falsity thereof; or</p>	<p>the direction of the Insured with knowledge of the falsity thereof; or the printing of periodicals, advertising matter, or any and all jobs taken by the Insured to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of the insured's own activities.</p>
<p>B. 4. . (This exclusion applied only to Insuring Clause B - Personal Injury and Publishers Liability) - the printing of periodicals, advertising matter, or any and all jobs taken by the Insured to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of the Insured's own publication.</p> <p>No loss which, except for the operation of an exclusion, would have been payable under section III B. [Personal Injury and Publisher's Liability Insuring Clause] shall be payable under section III A (Labor Union Liability Insuring Clause.)</p> <p>See above</p>	<p>See above</p>
<p>SILENT</p>	<p>9. Any written employment contract of any insured person</p>
<p>SILENT</p>	<p>Any actual or alleged breach of contract or agreement, expressed or implied, written or oral, however, this exclusion shall not apply to any claim for breach of contract to provide services for which the union it chartered.¹⁷</p>

¹⁷ This is a very bad exclusion we have not previously seen in the UL contract and would like to see it removed.

CONDITIONS	
SILENT	<p>“Each Claim Limit” All claims arising from the same wrongful act, <i>wrongful offense, or wrongful employment practice</i> and all interrelated wrongful acts, <i>wrongful offenses, or wrongful employment practices</i> shall be deemed to be one claim and such claim shall be deemed to have originated in the earliest policy period in which a claim is first made or deemed to have been first made against any insured alleging any such wrongful act, wrongful offense, or wrongful employment practice <i>or interrelated wrongful acts, wrongful offenses, or wrongful employment practices</i></p>
<p>Defense and Settlement: The Company shall have the right and duty to defend any suit to which this insurance applies alleging a claim against the Insured even if any of the allegations are groundless, false or fraudulent, or alternatively may, at the options of the Company, give its written consent to the defense of any such suit by the Insured.</p> <p>No Defense Costs shall be incurred or settlements made without the Company’s consent which shall not be unreasonably withheld.</p>	<p>Defense and Settlement: The Insured shall have the duty to defend claims. Prior to retaining legal counsel to defend any claim, the Insureds must obtain the written consent of the company.</p> <p>The insured shall <i>not settle any claim, make any settlement offer, incur claims expenses or otherwise assume any contractual obligation or admit any liability with any claim without Ulico’s written consent which shall not be unreasonably withheld. Ulico shall not be liable for any settlement, claims expenses, assumed obligations or admissions to which it has not consented.</i></p>
<p>Reporting and Notice: The insured shall as a condition precedent to their rights under this policy give to the company written notice during the policy period or the Extended Reporting Period, if elected, of any claim made against them for a Wrongful Act and shall give the Company such</p>	<p>Reporting, Notice and Cooperation: The Insureds shall give notice to the Company as soon as practicable, but not later than 90 days after the Insured’s receipt of the Claim. The Insureds shall at their own expense cooperate with and assist the Company and its representative in the settlement, defense, appeal and investigation of</p>

<p>information and cooperation as it may reasonably require.</p> <p>A claim shall be considered to have been first made:</p> <ol style="list-style-type: none"> 1. at the time that any Insured first gives written notice to the Company that a claim has been made against them for a wrongful act; 2. at the time that any insured first gives notice to the a Company: (1) of the material facts or circumstances relating to a Wrongful Act as facts or circumstances having the potential of giving rise to a claim being made against the insured or (2) of the receipt of written or oral notice from any party that it is the intention of such party to hold the Insured responsible for a wrongful act <p>whichever occurs first</p>	<p>all Claims.</p> <p>A claim shall be considered to have been first made at the earliest of the following:</p> <ol style="list-style-type: none"> 1. the date the Claim is served on any of the insureds 2. the date any of the Insureds first receive written notice of claim <p>If during the policy period the insured first becomes aware of any specific and identifiable wrongful act which could give rise to a claim and if during the Policy Period the Insureds provide the Company written notice of:</p> <ol style="list-style-type: none"> 1. the specific Wrongful Act 2. the circumstances by which the Insureds first became aware of such Wrongful Act 3. the specific nature of the Claim which may arise from the Wrongful Act, including the Insureds allegedly responsible for the Wrongful Act <p>then any claim that is subsequently made arising out of such wrongful act shall be deemed for the purposes of this policy to have been made at the time the written notice was provided. The Insureds shall cooperate with and assist the Company and its representatives in the investigation of any such wrongful act.</p>
<p>Extended Reporting Period:¹⁸</p>	<p>Extended Reporting Period:¹⁹</p>

¹⁸ One Way Extended Reporting Period

<p>If the Company cancels or refuses to renew this policy, the Insured shall have the right, upon payment of fifty percent (50%) of the annual premium to an extension of the coverage granted by this policy with respect to any claim or claims made during the period of twelve (12) calendar months following the effective date of such cancellation or refusal to renew, but only with respect to any Wrongful Act committed, attempted or allegedly committed or attempted prior to the effective date of such cancellation or non-renewal. This right of extension shall lapse unless written notice of such election is given to the Company prior to the effective date of cancellation of this policy by the Company or within 10 days following the effective date of non-renewal. If the Insured terminates or declines to accept renewal, the Company may, if requested, at its sole option, grant an Extended Reporting Period. The Company's liability under the Extended Reporting Period for Loss shall be specifically excess of, and reduced by the amount of any payments of account of such Loss received by the Insureds under any Insurance replacing the coverage granted by this policy in whole or in part.</p>	<p>If this policy is non-renewed by either the insured or Ulico or cancelled by the insured, the insured shall have the right to purchase an extended reporting period endorsement provided that the insured is in compliance with all terms and conditions of the policy and all billed premiums have been paid.</p>
<p>Termination of Policy This policy shall terminate in its entirety at the earliest of the following times: 1) 30 days after receipt by the Insured (10 days in the event of non-payment of premium) at the address designated in Item 2. of the Declarations of a written notice of termination from the Company or, if a later time is specified in such notice, at such later time;</p>	<p>Cancellation 1) The Company may cancel or nonrenew this policy by providing to the Union written notice of such cancellation or nonrenewal by certified mail at the address designated in item 7 of the Declarations. The Company shall provide notice of nonrenewal at least 60 days prior to the expirations date of the policy specified in Item 5. of the Declarations. The effective date of cancellation shall be 60 days (or in the event of cancellation of</p>

¹⁹ Two Way Extended Reporting Period.

<p>2) upon receipt by the Company of written notice of terminations from the Insured or, if a later time is specified in such notice, at such later time;</p> <p>3) at such other time as may be agreed upon by the Company and by the Insured; or</p> <p>4) upon expiration as set forth in Item 5 of the Declarations</p> <p>The Company shall refund any unearned premium computed at customary short rates if the policy is terminated in its entirety by the Insured. Under any other circumstances the refund shall be computed prorata</p> <p>3</p>	<p>non-payment of premium, 10 days) after receipt by the Union of the notice of cancellation or, if a later time is specified the notice, such later time.</p> <p>2) The Union has the exclusive power to cancel this Policy on behalf of the Insureds. The Union may cancel this Policy by providing written notice of cancellation to the Company. The effective date of cancellation shall be the date of receipt by the Company of the notice or, if a later time is specified in the notice, such later time.</p> <p>3) Delivery of notice under 1 or 2 above shall be equivalent to mailing.</p> <p>4) If the policy is canceled by the Union, the company shall refund any unearned premium computed at customary short rates. If the policy is canceled by the Company, the refund shall be computed pro rata.</p> <p>If the Union fails to provide the Company prior to the expiration date of the Policy with all of the underwriting information which the Company has requested, such failure shall be deemed to be a refusal to renew the Policy on the part of the Insureds.</p>
<p>SILENT</p> <p>3</p>	<p>Consideration of Other Materials and Information: In determining the availability of coverage under the Policy, the company may consider any and all materials and information in addition to the complaint filed in connection with a claim.²⁰</p> <p>2</p>
<p>Action Against the Company</p> <p>1) No action shall be taken against the company unless, as a condition precedent thereto, there shall have been full</p>	<p>Action Against the Company:</p> <p>1) No action shall be taken against the company unless, as a condition precedent thereto, there shall have been full</p>

²⁰ This can be a two edged sword.

<p>compliance with all of the terms of the Policy, and until the Insureds obligation to pay shall have been finally determined either by an adjudication against the Insured or by written agreement of the Insureds, the claimant and the company.</p> <p>2) No person or organization shall have any right under this Policy to join the Company as a party to any action against the Insured nor shall the Company be impleaded by the Insured or their legal representative.</p>	<p>compliance with all of the terms of the Policy, and until the Insureds' obligation to pay shall have been finally determined either by an adjudication against the Insured or by written agreement of the Insureds, the claimant and the company.</p> <p>2) No person or organization shall have any right under this Policy to join the Company as a party to any action against the Insureds. The Company shall not be impleaded by the Insureds or their legal representative.</p>
<p>Consolidation or Merger: In the event that the Insured acquires by merger, or consolidation with, or is merged into or acquired by an other organization after the inception of this policy, a written notice thereto shall be given to the Company prior to the effective date of the consolidation or merger together with such information as the Company may require. The Company at its sole option may agree to insure the resulting Union and the resulting Union shall pay any additional premium required by the Company. If the Company elects not to insure the resulting Union and the Extended Reporting Period is exercised, the coverage shall be limited to the Insureds, as they existed prior to such consolidation or merger and for wrongful acts which occurred prior to the effective date of the consolidation or merger.</p>	<p>Changes in Exposure²¹</p> <p>If during the policy period:</p> <ol style="list-style-type: none"> 1. <ol style="list-style-type: none"> a. the Union shall consolidate with or merge into, or sell all or substantially all of its assets to any other person or organization or union or group of persons or organization acting in concert; or b. a receiver, conservator, trustee in bankruptcy, liquidator or rehabilitator, or any similar official is appointed for or with respect to the union <p>then coverage under this policy for insureds who were insureds prior to such merger, consolidation or assumption of responsibilities shall continue until cancellation or non-renewal of this polity, but only with respond to claims for wrongful acts, wrongful offenses or wrongful employment practices which occurred prior to such merger consolidation or assumption of responsibilities. The insured shall</p>

²¹ The language in the final version is much less onerous than the language in the first version we commented on.

	<p>have the right to purchase an extended reporting period endorsement (If during the policy period...)</p> <p>2. The Union acquires any other union or acquires substantially all of the assets of another union, or merges with another union such that the union is the surviving entity, then coverage under this policy for all such insureds thereof who were insureds prior to the acquisition or merger shall continue until cancellation or non-renewal of the policy. Nothing contained herein shall provide coverage for the acquired or merged union (and its directors, officers, trustees, board members, committee members, employees and any other person who acted on behalf of the acquired or merged union) for acts, errors or omissions committed prior to the acquisition or merger.</p> <p>The insured shall give written notice to Ulico of such merger, consolidation or assumption of responsibilities, along with such information as we may require, within 60 days or by the end of the policy period, whichever is earlier.</p>
<p>Subrogation: In the event of any payment under this policy, the company shall be subrogated to the extent of such payment to all the Insured's rights of recovery. In such case the Insured shall execute all papers required and shall do everything necessary to secure and preserve such right including the execution of such documents necessary to enable the Company to effectively bring suit in the name of the Insured.</p>	<p>Subrogation: In the event of any payment under this policy, Ulico shall be subrogated to the extent of such payment to all the Insured's rights of recovery <i>against any person or organization to the extent of such payment and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after an injury or loss to prejudice such rights.</i> all papers required and shall do everything necessary to secure and preserve such rights including the execution of such documents necessary to enable the Company to effectively</p>

	bring suit in the name of the Insureds.
<p>Alteration & Assignment: No change or modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy signed by an authorized representative of the Company.</p>	<p>Alteration & Assignment and Transfers: No change or modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy signed by an authorized representative of the Company.</p> <p><i>This policy shall be void if assigned or transferred without Ulico's prior written consent by endorsement to this policy.</i></p>
<p>Other Insurance: If any Loss arising from any claim made against the Insured is insured under any other valid policy (ies), prior or current, then this policy shall cover such loss subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such Loss is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limits provided in the policy.</p>	<p>Other Insurance and Overlapping Coverages: The coverage afforded by this policy shall be primary, and Ulico's obligation under this policy shall not be limited by the existence of other insurance available to the insured, unless such other insurance is also considered primary or if such other insurance provides a duty to defend claims. In the event such other insurance is also considered primary, liability under the respective policy shall be apportioned as follows.</p> <ol style="list-style-type: none"> 1. If all of the other insurance permits contribution by equal shares, the Ulico's liability shall be equal to that of the other insureds, until such time that the limits of liability under each respective policy have been exhausted, or no loss remains, whichever comes first; or 2. If any of the other insurance does not permit contribution by equal shares, then each insurer's liability shall be pro rata based upon each insurer's respective limit of liability divided by the total limits of insurance for all insurers.

~~If such other insurance provides duty to defend claims, and the defense obligation is outside the limit of liability under that policy, the Ulico's obligation for such covered claim shall be excess.~~

~~1. If this Policy and any other policy other than a policy issued by the Company and/or Ulico Casualty Company apply to the same Loss, then this policy shall apply only to any such Loss remaining after the deductible of such other policy has been paid and the limit of liability of such other policy has been exhausted as a result of payment in connection with such Loss, regardless of whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limits provided by this Policy.~~

~~2.~~

- ~~a) If this Policy and any other policy issued by the Company and/or Ulico Casualty Company apply to Overlapping Loss, the maximum amount that will be paid by the Company and/or Ulico Casualty Company under all such policies shall be limited to the highest available aggregate limit of liability, or if applicable, the highest remaining aggregate limit of liability of the policies issued by the Company and/or Ulico Casualty Company which provide coverage for such Overlapping Loss. This maximum limit of liability shall apply even if the remaining aggregate limit of liability is zero.~~
- ~~b) If this Policy and any other Policy issued by the Company and/or Ulico Casualty Company provides coverage for Overlapping Loss, payments made in connection with such Overlapping Loss shall be~~

	<p>allocated on the basis of a pro ration which is calculated by comparing the limits of liability of each of the policies applicable to such Overlapping Loss as issued by the Company and Ulico Casualty Company that are applicable to such Overlapping Loss, unless a different allocation can be supported by an adjudication of other definitive documentation. The determination by the Company and Ulico Casualty Company with respect to such allocation shall be final and binding upon the Insureds.</p>
<p>Authorization Clause: By acceptance of this policy, the Union agrees to act on behalf of all Insureds with respect to the giving and receiving of notice of claim or termination, the payment of premiums and the receiving of any return premiums that may become due under this policy, the acceptance of endorsements, and the giving or receiving if any other notice provided for in this policy and the Insureds agree that the Union shall act on their behalf.</p>	<p>Authorization Clause: By acceptance of this Policy, <i>the Insurance Representative agrees to act on behalf of all insureds</i> The insured agrees that the Union shall act on behalf of all Insureds with respect to the purchase and negotiation of the Policy, the giving and receiving of notice of any Claim or cancellation or non renewal or any other notice provided for in this Policy, the payment of premiums and the receiving of any return premiums that may become due under this policy, <i>the negotiation and acceptance of endorsements, and all insureds agree that the insurance representative shall act on their behalf; provided, however, that nothing herein shall relieve the insureds, and each of them, from giving notice to Ulico that is required under Condition A above.</i></p>
<p>Authorized Representative of the Company: The authorized representative of the Company - H&W Underwriters (Agency), Inc. P. O. Box 10303, Kansas City, Missouri 64111 shall act on behalf of the Company with respect to receiving notice, other</p>	<p>Authorized Representative of the Company: The authorized representative of the Company, which is the organization set forth in Item 7. of the Declarations, shall act of behalf of the Company with respect to receiving notices and other correspondence from the</p>

<p>correspondence from the Insured, and the receipt of any premiums that may be due under this policy.</p>	<p>Insureds and any premiums that may be due under this policy. All notices from the insured under this Policy shall be directed to the organization and address set forth in Item 7. of the declarations.</p>
<p>Estates and Legal Representatives: Subject otherwise to all other terms and conditions of this policy, coverage hereunder shall extend to claims for the Wrongful Acts of Insureds who are deceased or against the legal representatives or assigns of such Insureds who are incompetent, insolvent or bankrupt.</p>	<p>Bankruptcy or Insolvency: Bankruptcy or Insolvency of the insured, or the insured's estate shall not relieve Ulico of any of its obligations hereunder nor deprive us of our rights under this policy.</p>