

#### 08/20/2020

Mark Maberry Kuresman Insurance, LLC 9321 Bay Shore Dr., NW, Suite 111 Silverdale, WA 98383

#### **Proposed Insured:**

Northwest Sound Youth Soccer Association P.O.Box 1142 Silverdale, WA 98383

## Nonprofit Management Liability Insurance Proposal

For over three decades, Affinity Nonprofits has been a leader in providing specialized high quality insurance products to the nonprofit community. We are pleased to provide the following terms through our Nonprofit Specialty D&O Program:

| Insurance Carrier<br>A.M. Best Rated                       | A                          | rch Insurance Company (Al | A+ Excellent       |
|--|----------------------------|---------------------------|--------------------|
| Proposed Policy Period                                     |                            | 09/01/2                   | 2020 to 09/01/2021 |
| Liability Coverages  | Option 1*                  | Option 2                  | Option 3           |
| Liability Coverage Parts Aggregate Limit of Liability      | \$1,000,000                | \$2,000,000               | \$3,000,000        |
| Defense Costs Outside the Limit of Liability               | Unlimited                  | Unlimited                 | Unlimited          |
| Directors & Officers (D&O) Liability and Employment Practi | ces Liability (EPL) Covera | ge Part                   |                    |
| D&O Liability Limit  | \$1,000,000                | \$2,000,000               | \$3,000,000        |
| Excess Side A Limit  | \$1,000,000                | \$1,000,000               | \$1,000,000        |
| Crisis Management Costs Sublimit                           | \$250,000                  | \$250,000                 | \$250,000          |
| D&O Liability Deductible                                   | \$1,000                    | \$1,000                   | \$1,000            |
| Workplace Violence Coverage Sublimit                       | \$250,000                  | \$250,000                 | \$250,000          |
| EPL Limit  | \$1,000,000                | \$2,000,000               | \$3,000,000        |
| Third Party Liability Sublimit                             | \$1,000,000                | \$2,000,000               | \$3,000,000        |
| Fair Labor Standards Act Sublimit                          | \$500,000                  | \$500,000                 | \$500,000          |
| EPL Deductible / Third Party Deductible                    | \$1,000 / \$1,000          | \$1,000 / \$1,000         | \$1,000 / \$1,000  |
| D&O and EPL Premium  | \$470.00                   | \$715.00                  | \$915.00           |
| Fiduciary Liability Coverage Part                          |                            |                           |                    |
| Fiduciary Liability Limit                                  | \$250,000                  | \$250,000                 | \$250,000          |
| Fiduciary Liability Deductible                             | \$0                        | \$0                       | \$0                |
| Fiduciary Liability Premium                                | Included                   | Included                  | Included           |
| Total Premium  | \$470.00                   | \$715.00                  | \$915.00           |
| Total Amount Due   | \$470.00                   | **\$715.00                | **\$915.00         |

\*Primary Option

\*\*Estimated



#### **Proposed Insured:**

Northwest Sound Youth Soccer Association P.O.Box 1142 Silverdale, WA 98383

#### **Policy Form and Endorsements:**

(As determined by the Primary Option on the preceding page. Forms may/may not apply based on Option selected.)

| 05 ML0002 00 12 14Arch Signature Page00 ML0012 00 09 04Schedule of Forms and Endorsements00 PCD0306 00 07 10General Provisions00 PCD0305 00 07 10Nonprofit Organization Liability Coverage Part00 PCD0074 00 04 07Employment Practices Liability Coverage Part00 PCD0075 00 04 07Fiduciary Liability Coverage Part00 PCD0501 00 10 16Workplace Violence Coverage00 PCD0334 00 12 10Absolute Bodily Injury/Property Damage Exclusion00 PCD0489 48 05 16Washington Arch Strength Endorsement00 PCD0502 00 10 16Amend Definitions of Executive (Is, Was, or Shall Be) and Insured Person (Insured Capacity Duration) |
|---|
| 00 PCD0306 00 07 10General Provisions00 PCD0305 00 07 10Nonprofit Organization Liability Coverage Part00 PCD0074 00 04 07Employment Practices Liability Coverage Part00 PCD0075 00 04 07Fiduciary Liability Coverage Part00 PCD0501 00 10 16Workplace Violence Coverage00 PCD0334 00 12 10Absolute Bodily Injury/Property Damage Exclusion00 PCD0489 48 05 16Washington Arch Strength Endorsement   |
| 00 PCD0305 00 07 10Nonprofit Organization Liability Coverage Part00 PCD0074 00 04 07Employment Practices Liability Coverage Part00 PCD0075 00 04 07Fiduciary Liability Coverage Part00 PCD0501 00 10 16Workplace Violence Coverage00 PCD0334 00 12 10Absolute Bodily Injury/Property Damage Exclusion00 PCD0489 48 05 16Washington Arch Strength Endorsement  |
| 00 PCD0074 00 04 07Employment Practices Liability Coverage Part00 PCD0075 00 04 07Fiduciary Liability Coverage Part00 PCD0501 00 10 16Workplace Violence Coverage00 PCD0334 00 12 10Absolute Bodily Injury/Property Damage Exclusion00 PCD0489 48 05 16Washington Arch Strength Endorsement   |
| 00 PCD0075 00 04 07Fiduciary Liability Coverage Part00 PCD0501 00 10 16Workplace Violence Coverage00 PCD0334 00 12 10Absolute Bodily Injury/Property Damage Exclusion00 PCD0489 48 05 16Washington Arch Strength Endorsement  |
| 00 PCD0501 00 10 16Workplace Violence Coverage00 PCD0334 00 12 10Absolute Bodily Injury/Property Damage Exclusion00 PCD0489 48 05 16Washington Arch Strength Endorsement  |
| 00 PCD0334 00 12 10 Absolute Bodily Injury/Property Damage Exclusion<br>00 PCD0489 48 05 16 Washington Arch Strength Endorsement  |
| 00 PCD0489 48 05 16 Washington Arch Strength Endorsement  |
|   |
| 00 PCD0502 00 10 16 Amend Definitions of Executive (Is Was or Shall Be) and Insured Person (Insured Canacity Duration)  |
| be i de de de la  |
| 00 PCD0506 00 11 16 Standard Setting & Credentialing \$500k Sublimit  |
| 00 PCD0513 00 09 17 Nonprofit Endorsement   |
| 00 PCD0545 00 11 17 Outside Organization Exclusion - With Whom Insured Persons Serve in an Outside Capacity   |
| 00 ME5621 00 02 20 Insured Organization versus Insured Exclusion  |
| 00 PCD0323 00 11 10 Immigration Investigation - Defense Costs Sublimit  |
| 00 PCD0486 00 12 18 NFP Wage and Hour Exclusion - Defense Costs Sublimit  |
| 00 PCD0514 00 11 16 Amend Definition of Third Party   |
| 00 ME5638 00 02 20 Nonprofit Arch Canopy Premier  |
| 00 PCD0573 00 02 20 Late Notice of EEOC Charge  |
| 00 PCD0264 00 04 10 Amend Extended Reporting Period - 60 Days   |
| 00 PCD0332 00 12 10 Sexual Misconduct Exclusion   |
| 00 PCD0458 00 01 13 Amend Post Policy Reporting - 90 Days   |
| 00 PCD0315 48 08 10 Washington Amendatory Endorsement   |

A specimen policy is available upon request.

#### Special Instructions:

- The New Policy Quotation is valid for 45 days from the date of this letter.
- We will backdate the Pending and Prior Litigation (P&P) date to match the expiring coverage upon receipt of the expiring policy's
  declarations page evidencing coverage in force. If there is no prior coverage, or if the document is not received, the P&P date will
  equal Arch policy inception.

These conditions must be met on or before the Quote Expiration Date specified above. If they are not fulfilled, then this quotation will be withdrawn.

If between the dates of the Quotation and the Effective Date of the current insurance contract, there is a material change in the condition of the Applicant, or if any notice of claim or circumstance giving rise to a claim is reported prior to the effective date of the proposed insurance contract, then the Applicant must notify the Producer. The Producer as the representative of the above-referenced Applicant will then notify Affinity Nonprofits with all the information it may require. Whether or not this quotation has already been accepted by the Applicant, Affinity Nonprofits reserves the right to rescind this indication as of its effective date or to modify the final terms and conditions of the quotation upon review of the information.







2001 K Street, NW, Suite 625 North, Washington, DC 20006 • 800-432-7465 • Fax: 800-701-1982 • www.affinitynonprofits.com

#### **Proposed Insured:**

Northwest Sound Youth Soccer Association P.O.Box 1142 Silverdale, WA 98383

#### We appreciate the opportunity to serve you.

Jason Tharpe Vice President Affinity Nonprofits

### Please contact your underwriter with any specific questions you may have on this proposal or on the coverage in general.

Your underwriter is: Carolynn Smith Email Address: Carolynn.Smith@aon.com Telephone Number: 202-429-8566 Fax Number: 800-701-1982

#### Instructions to Broker:

- Commission for this policy is 15%
- · We require a current agency license on file. We will contact you for a copy if needed.
- To accept the terms of the quote, please confirm in writing to us to move forward and please indicate which quote option you are taking.
- Affinity Nonprofits utilizes Agency Bill -- Upon receipt and acceptance of your written bind order, you will receive a policy and invoice.
- If eligible, your policies are automatically renewed. Prior to 60 days of the renewal date, you will receive the policy and invoice.
- If not eligible for automatic renewal, prior to 60 days of the renewal date, you will receive an application which must be completed and returned for us to provide a renewal quote for the next policy period.

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

# **TERRORISM COVERAGE DISCLOSURE NOTICE**

## TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, if terrorism results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

# Your premium <u>will</u> include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.

### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% in 2015, 84% in 2016, 83% in 2017, 82% in 2018, 81% in 2019, and 80% in 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Calendar Year 2015 and each Calendar Year thereafter through 2020.

### DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Calendar Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000,000.

### DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is: \$0 (This charge/amount is applied to obtain the final premium.)

You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage. If you chose to accept this offer, this form does not have to be returned.

### **REJECTION STATEMENT**

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

Policyholder/Legal Representative/Applicant's Signature

Arch Insurance Compony (AIC)

Print Name of Policyholder/Legal Representative/Applicant Arch Insurance Company (AIC) Insurance Company

Northwest Sound Youth Soccer Association

Named Insured

Date:

# Arch Strength Endorsement

## **Directors' & Officers' Liability Insurance**

Affinity Nonprofits has been providing insurance to the nonprofit community for over 35 years. Together with Arch Insurance Company, rated A+ (Superior) by A.M. Best Company, we are dedicated to providing comprehensive, affordable solutions to the nonprofit organizations that are the cornerstone of our communities.

In keeping with that mission, we are excited to introduce the Arch Strength Endorsement to our Directors' & Officers' Liability Insurance policy crafted for nonprofit organizations. The first party coverage items available under the Strength Endorsement combine with the broad coverage available under the Arch D&O to form one of the most robust policy offerings available in the market today.

| Arch Strength Endorsement      | ➤ Limit                                       | Description   |
|--------------------------------|---|---|
| Business Travel Accident       | \$50,000                                      | Reimbursement of travel accident costs if the insured person suffers injury while traveling on insured business.  |
| Conference Cancellation        | \$25,000                                      | Reimbursement of business related expenses when an employee is scheduled to attend a conference that is cancelled due to a natural catastrophe or communicable disease outbreak.                        |
| Destroyed Records              | \$25,000                                      | Reimbursement of expenses required to reconstruct paper or electronic business records which are lost during a natural catastrophe or terrorism related event.  |
| Death Benefit                  | \$50,000                                      | Payment to the insured for terrorism related death of an executive.   |
| Donation Failure               | \$50,000                                      | Reimbursement for any donation pledged by and not received due to bankruptcy,<br>unemployment or incapacitation of the donor which prevents them from honoring the pledge.                              |
| Emergency Real Estate Fees     | \$50,000                                      | Reimbursement for real estate consulting fees resulting from the relocation of the insured's office due to the unforeseeable destruction of the office.   |
| Immigration                    | \$25,000                                      | Reimbursement of civil fines or penalties incurred for non-willful violations of the U.S. Immigration and Nationality Act.  |
| Fundraising Event Power Outage | \$25,000                                      | Reimbursement of costs incurred when a fundraising event is cancelled due to a power outage.  |
| Identity Theft                 | \$50,000                                      | Reimbursement of notarization costs and loan application fees required by financial institutions, as well as mailing costs to law enforcement or credit agencies, due to an act of identity theft.      |
| Executive Replacement          | \$50,000                                      | Reimbursement of costs associated with finding a replacement if an executive suffers<br>an accidental injury that results in their death.   |
| Kidnapping                     | \$50,000                                      | Reimbursement of response costs if an executive, their spouse, domestic partner, parent or child is kidnapped.  |
| Repatriation                   | \$10,000 per employee /<br>\$50,000 aggregate | Reimbursement of travel expenses, lodging and compensation of an employee from a country they reside in to the nearest place of safety or to a country in which the insured person is a legal resident. |
| Temporary Meeting Space        | \$25,000                                      | Reimbursement for the costs of renting meeting space due to the temporary unavailability of the insured's office due to terrorism, natural catastrophe, or failure of a climate control system.         |
| Terrorism Travel               | \$50,000                                      | Reimbursement of an executive's hotel and travel costs if stranded due to a terrorism related event.  |
| Trip Cancellation              | \$2,500                                       | Reimbursement of meals, lodging and alternate transportation costs resulting from the cancellation of a regularly scheduled business trip.  |

Call us or have your agent call **1.800.432.7465** or email us at **info@affinitynonprofits.com** 

Underwritten by: Arch Insurance

Administered by:



Affinity Nonprofits • 2001 K Street, NW, Suite 625 North • Washington, DC 20006 • www.affinitynonprofits.com

The information contained in this document is for general information only. It is intended to provide a general overview of the services and products offered. Only the relevant policy can provide the actual terms, coverages, amounts, conditions and exclusions. All coverages are not available in all states. This document is not intended to be advertising or solicitation in states where the local regulations prohibit such usage.

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0694493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

# Directors' and Officers' (D&O) Liability Insurance Program

Provided Exclusively by Affinity Nonprofits and Arch Insurance Company

**Cyber Liability Coverage Extension**: Reimburses expenses resulting from network security breaches. Includes up to \$100,000 for notification and monitoring costs, as well as public relations firm to aid in image restoration.

**Duty-to-Defend Coverage:** Arch will assign experienced defense counsel for covered claims, even if allegations are groundless, false, or fraudulent.

**Broad Definition of Insured**: Includes the Nonprofit Entity and any director, officer, trustee, committee member, employee or volunteer. Employee definition includes part-time, seasonal, temporary, and leased employees.

**Employment Practices Liability Coverage**: Protects against employee related allegations of discrimination, wrongful termination and sexual harassment, as well as failure to hire or promote.

Third Party Coverage: Protects against third party allegations of discrimination and sexual harassment.

**Expanded Claim Trigger**: Broadened wording to include Insureds once identified in a Wells Notice, subpoena or target letter as a target against whom a formal proceeding may be commenced.

**Defense Costs Outside the Limit of Liability Options**: Amount of limits varies by insured. Uncapped defense costs may be available. Helps to preserve policy limit for indemnity payments.

**Personal Injury & Publishers Liability Coverage**: Protects against allegations of libel, slander and copyright or trademark infringement. Broadened wording includes coverage for electronic media.

Fair Labor Standards Act (FLSA) Sublimit: Provides a defense cost sublimit for Wage and Hour claims. Insureds outside of California, with under 15 employees, are eligible for limits as high as \$500,000.

**First Party Coverage Enhancements**: See our separate highlight sheet on the Arch Strength Endorsement to learn more about over a dozen additional first party coverage features. **Workplace Violence Coverage**: Protects against workplace violence incidents by reimbursing business interruption expenses (lost income and extra expenses); employee expenses (lost wages, counseling and security); and public relations firm expenses to restore the nonprofit's public image.

**Crisis Management Coverage**: Provides up to \$250,000 for public relation firm and legal fees related to Regulatory crisis, Management crisis, Sexual Abuse allegations, and Fundraising fraud.

**Breach of Contract Coverage (Defense Costs)**: Provides defense for allegations of non-employment related breach of contract.

**Free Fiduciary Liability Coverage Sublimit:** Provides a \$250,000 sublimit defense AND settlement for allegations of mismanagement of employee benefit plans. This includes \$100,000 in Settlement Program Coverage and \$25,000 in HIPAA.

Punitive Damages Coverage: Automatically included where insurable by law.

**Miscellaneous Penalties Coverage**: Sublimits for payment of penalties assessed under:

- IRS Code section 6652(C)(1) for a failure to file tax returns, provided it's a self-reported violation.
- Public Law 108-187 (CAN-Spam Act of 2003).
- 1976 Lobby Law or Lobbying Disclosure Act of 1995.

#### **Optional Coverage Parts:**

- Fiduciary Liability Protects against allegations of mismanagement of employee benefit plans.
- Crime Coverage Reimburses loss caused by theft, robbery, forgery or alteration, computer fraud, and currency fraud.
- Kidnap & Ransom Reimburses loss caused by kidnapping and extortion type incidents, including ransom payments, defense costs for negligent mishandling of incidents, and response costs to incidents (i.e., security consultant, public relations, negotiator, etc.)

Arch Insurance Company is rated A+ (Superior), XV (\$2 billion or more in capital and surplus and conditional reserves) by A.M. Best Co.

### Contact us or have your agent call 1.800.432.7465 or email us at info@affinitynonprofits.com

Underwritten by:





2001 K Street, NW, Suite 625 North • Washington, DC 20006 • www.affinitynonprofits.com • 800.432.7465 • info@affinitynonprofits.com

Insurance coverage is underwritten by one or more member companies of Arch Insurance Group in North America, which consists of (1) Arch Insurance Company (a Missouri corporation, NAIC # 11150) with admitted assets of \$3.74 billion, total liabilities of \$2.87 billion and surplus to policyholders of \$875.38 million, (2) Arch Specialty Insurance Company (a Missouri corporation, NAIC # 21199) with admitted assets of \$51.272 million, total liabilities of \$215.26 million and surplus to policyholders of \$297.45 million, (3) Arch Excess & Surplus Insurance Company (a Missouri corporation, NAIC # 10946) with admitted assets of \$66.26 million, total liabilities of \$215.26 million, total liabilities of \$248.43 million and surplus to policyholders of \$65.64 million and (4) Arch Indemnity Insurance Company (a Missouri corporation, NAIC # 30830) with admitted assets of \$76.19 million, total liabilities of \$48.43 million and surplus to policyholders of \$27.76 million. All figures are as shown in each entity's respective Quarterly Statement for the quarter ended September 30, 2016. Executive offices are located at One Liberty Plaza, New York, NY 10006. Not all insurance coverages or products are available in all jurisdictions. Coverage is subject to actual policy language. This information is intended for use by licensed insurance producers. The information contained in this document is for general information only. It is intended to provide a general overview of the services and products offered. Only the relevant policy can provide the actual terms, coverages, amounts, conditions and exclusions. All coverages are not available in all states. This document is not intended to be advertising or solicitation in states where the local regulations prohibit such usage.

Affinity Nonprofits is the program name for the brokerage and program administration operations of Affinity Insurance Services, Inc. (TX 13695); (AR 100106022); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services, Inc.; in CA, Aon Affinity Insurance Services, Inc. (CA 0694493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.



# Insurance Proposal

### August 19, 2020

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

| ClientName   | Northwest Sound Youth Soccer<br>Association                             |   | USI Account Manager:              | La Ta sha Saulet<br>Brenda Schornak    |  |
|--|---|---|-----------------------------------|--|--|
| Mailing Address  | Mailing Address 10710 Silverdale Way North West<br>Silverdale, WA 98383 |   | Phone Number:<br>Email:           | 206 577-5588<br>Latasha.saulet@usi.com |  |
| Named Insured:   | amed Insured: Northwest Sound Youth Soc                                 |   | sociation                         |  |  |
| Policy Type:   |   | Combined Employment Practices (EPL) and Insured Person and Organization (D&O) – Claims Mad                        |                                   |  |  |
| Proposed Policy Term:         09/01/2020-09/01/2021         Quote Expi |   | Quote Expires: 09/01/   | 2020                              |  |  |
| Insurance Carrier:   |   | Scotts dale Indemnity Company   |                                   |  |  |
| Carrier Financial R  | ating:  | : A+ XV 🛛 Carrier Admitted 🗌 Carrier Non-Admitted   |                                   |  |  |
| Summary of Prope   | ummary of Proposed: See attached Carrier Proposal                       |   |                                   |  |  |
| Limit Options and<br>Total Premium:                                    |   | \$1,000,000 D&O / EPL Shared Lim  | it, \$0 Retentions – Premium \$60 | )8.00 (Includes \$70 Broker Fee)       |  |
|  |   | \$2,000,000 D&O / EPL Shared Limit, \$0 Retentions – Premium \$741.00 (Includes \$70 Broker Fee)                  |                                   |  |  |
|  |   | \$3,000,000 D&O / EPL Shared Lim  | it, \$0 Retentions – Premium \$82 | 2.00 (Includes \$70 Broker Fee)        |  |
|  |   |   |                                   |  |  |
| Requirements to Effect<br>Coverage:                                    |   | <ul> <li>Authorization to Bind Cover</li> <li>Completed &amp; Signed Applica</li> </ul>                           | 0                                 |  |  |
|  |   | Payment in full   |                                   |  |  |
|  |   | Make check payable to: USI Insurance Services. Invoice will be provided with Binder once coverage has been bound. |                                   |  |  |



# Other Information

Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. We can provide coverage for such items such as, but not limited to: flood, earthquake, wind, crime and cyber liability.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that n eed to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

# **USI** Disclosures

**COMMISSION DISCLOSURE POLICY:** As a licensed insurance producer, USI is a uthorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received on any alternative quotes pertinent to your placement upon your request.



# AM Best Disclosures

Changes in the international insurance market have affected the ability of insurance brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. Some insurance carriers have suffered significant losses that may jeopardize their financial stability. Changes in an insurance company's financial condition can, of course, affect its ability to pay claims.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines of A- based on the A. M. Best Ratings of insurance companies. The A.M. Best Company is a recognized publisher of information concerning insurers based on many factors including financial stability. <u>A. M. Best's current rating scale is attached.</u>



# Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

| A++ and A+                        | Superior       |                  | B and B-   | Fair        |                         |
|-----------------------------------|----------------|------------------|------------|-------------|-------------------------|
| A and A-                          | Excellent      |                  | C++, C+    | Margiı      | nal                     |
| B++, B+                           | Very Good      |                  | C and C-   | Weak        |                         |
| D                                 | Poor           |                  | F          | In Liqu     | idation                 |
| E                                 | Under Regula   | tory Supervision | S          | Rating      | Suspended               |
| <b>FINANCIAL</b><br>(In \$ Thousa | SIZE CATEGORY  | ,                |            |             |                         |
| Class                             | I              | Less than        |            |             | 1,000                   |
| Class                             | II             | 1,000            |            | to          | 2,000                   |
| Class                             | 111            | 2,000            |            | to          | 5,000                   |
| Class                             | IV             | 5,000            |            | to          | 10,000                  |
| Class                             | V 10,000       |                  |            | to          | 25,000                  |
| Class                             | VI 25,000      |                  |            | to          | 50,000                  |
| Class                             | VII 50,000     |                  |            | to          | 100,000                 |
| Class                             | VIII 100,000   |                  |            | to          | 250,000                 |
| Class                             | IX 250,000     |                  |            | to          | 500,000                 |
| Class                             | Х              | 500,000          |            | to          | 750,000                 |
| Class                             | XI             | 750,000          |            | to          | 1,000,000               |
| Class                             | XII            | 1,000,000        |            | to          | 1,250,000               |
| Class                             | XIII           | 1,250,000        |            | to          | 1,500,000               |
| Class                             | XIV            | 1,500,000        |            | to          | 2,000,000               |
| Class                             | XV             | 2,000,000        |            | to          | or greater              |
| NG "NOT ASS                       | SIGNED" CLASS  | IFICATIONS       |            |             |                         |
| L Insufficie                      | ent Data       | NR-2             | Insufficie | ent Size ar | nd/or Operating Experie |
| B Rating Pr                       | ocedure Inappl | icable NR-4      | Company    | y Request   |                         |
| Not Form                          | ally Followed  |                  |            |             |                         |



# Client Authorization to Bind

Important Information:

Please keep in mind coverage cannot be bound when severe weather is threatening regardless of the expiration date.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

After careful consideration of your proposal dated August 14<sup>th</sup> we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

**Client Signature** 

**Date Signed** 

Page 1 08/20/2020



| PRODUCER: | Kibble & Prentice Holding Company<br>Seattle , WA | FROM: Lisa Rodriguez |
|-----------|---|----------------------|
| ATTN:     | Eric Hiatt  | Indication           |

We are pleased to offer the following Indication obtained solely on the basis of your instructions to us. This Indication may be withdrawn at any time prior to acceptance, and in no event will it remain open beyond 30 days from the date shown above. Coverage may not be bound without prior consent from the insurer as confirmed in writing by Brown & Riding.

Please note that the coverage, terms, and conditions described in this Indication may differ from those requested in Producer's original submission. Producer is responsible for reviewing the suitability of coverage, terms, and conditions with the insured and for reconciling any differences between this Indication and your original submission to us. Brown & Riding disclaims any responsibility for identifying or reconciling differences between this Indication and Producer's original submission.

| TERM:               | 09/01/2020 - 09/01/2021  |  |  |
|---------------------|--|--|--|
| INSURED:            | Northwest Sound Youth Soccer Association   |  |  |
| MAILING<br>ADDRESS: | 10710 Silverdale Way North West<br>Silverdale, WA 98383  |  |  |
| COMPANY:            | Scottsdale Indemnity Company   |  |  |
| COVERAGE(S):        | Combined Employment Practices (EPL) and Insured Person And Organization<br>(D&O)<br>Claims Made<br>Continuity Date: 02/12/2007 |  |  |
| LIMIT(S):           | \$1,000,000 Combined Employment Practices (EPL) and Insured Person And Organization (D&O)                                      |  |  |
|                     | Defense Outside  |  |  |
|                     | Third Party EPL Included   |  |  |
| SUBLIMIT(S):        | \$250,000 Wage and Hour Defense Sub Limit<br>\$100,000 Immigration Defense Sub Limit   |  |  |

Page 2 08/20/2020



\$10,000 Crisis Fund \$10,000 Employee Privacy

**RETENTION(S):** \$0 D&O Retention \$0 EPL Retention

•Note: In the event the EPL coverage section is not purchased, a retention shall apply as respects the Organization.

SUBJECTIVITIES: Subject to Information: N/A

Underwriters reserve the right to modify terms pending their review of the above.

FORMS: Risk Management: •The E-Risk EPL HELPLINE provides access to unlimited, actionable HR and legal advice. You'll get direct access to experienced and dedicated consulting attorneys with HR backgrounds, state-specific and interactive HR tools including a handbook builder, online training, proactive HR consulting resources, and news and legislative updates. When EPL coverage is bound, to get started, simply log in to www.eriskepIhelpline.com for access or contact an E-Risk EPL HELPLINE representative at 1-877-568-6655

> •E-Risk is now offering an industry first for D&O Risk Management Services to our Insureds. This service provides Insureds access to unlimited, actionable legal advice to help Organization's and their Directors and Officers deal with the complexities of corporate governance, corporate law and compliance while balancing their fiduciary duties. To get started, simply log into www.eriskdosolutions.com to access the Online Resource Portal or contact an E-Risk D&O Solutions representative at 877-568-6655

Forms and Endorsements:

- 1. EKI-D-8 (2-18) > Declarations
- 2. HLPEPL (1-18) > E-Risk Management Tools Center-EPL
- 3. HLPIPO (1-18) > E-Risk Management Tools Center-IPO
- 4. EKI-326 (04/08) > General Terms and Conditions
- 5. EKI-P-7 (04/08) > Employment Practices Coverage Section
- 6. EKI-P-8 (04/08) > Insured Person and Organization Coverage Section
- 7. EKI-777 (01/09) > Absolute Bodily Injury/Property Damage Exclusion (Non-Profit) IPO Coverage Section
- 8. EKI-99 (04/08) > Advisory Board Extension IPO
- 9. EKI-804 (01/09) > Allocation Provision (Non Profit)



10. EKI-1588 (2-15) > Amend Conduct Exclusion - IPO

11. EKI-1638 (1-16) > Amend Conduct Exclusion-Foreign Jurisdiction - IPO

12. EKI-888 (12/09) > Amend Definition of Insured Person-Leased/Contracted Employees - IPO Coverage Section

13. EKI-1651 (10-16) > Amend Definition of Third Party Endorsement - EPL

14. EKI-803(01/09) > Amend Discovery Election - 90 Days

15. EKI-255 (08/09) > Amend Insured Versus Insured Exclusion (Non-Profit) - IPO Coverage Section

16. EKI-1142 (11/12) > Amend Notice of Circumstances - EPL Coverage Section

17. EKI-1143 (11/12) > Amend Notice of Circumstances - IPO Coverage Section

18. EKI-266 (04/08) > Amend Notice Provision - (Non-Profit) - EPL Coverage Section

19. EKI-267 (04/08) > Amend Notice Provision (Non-Profit) - IPO Coverage Section

20. EKI-1018 (1-12) > Amend Notice Provision 60 Days - (Non-Profit) - EPL Coverage Section

21. EKI-1109 (6-12) > Amend Other Insurance to be Primary - IPO - IPO Coverage Section

22. EKI-805 (01/09) > Amend Subrogation Provision - Final Judgment

23. EKI-261 (04/09) > Amend Warranty Provision Non-Rescindable Coverage (Non-Profit)

24. EKI-2130 (1-19) > Amended Insured Persons Versus Organization - IPO
25. EKI-814 (05/09) > Amended Insured Versus Insured Exclusion - Foreign Jurisdiction - IPO Coverage Section

26. EKI-930 (02/11) > Amended Insured Versus Insured Exclusion Whistleblower Carveback - IPO Coverage Section

27. EKI-806 (01/09) > Amended Insured Versus Insured Exclusion with Creditor Committee Carveback - IPO Coverage Section

28. EKI-807 (04/09) > Cost Of Investigations Coverage (Non-Profit) - IPO Coverage Section

29. EKI-269 (5-18) > Crisis Fund for Non-Profits - Crisis Communications Management Insurance (Non-Profit) \$10k Crisis Fund- IPO

30. EKI-1539 (02/14) > Employed Lawyers Extension - IPO Coverage Section
31. EKI-1128 (09/12) > Employee Privacy Coverage with Sub-Limit (Non-Profit) -

EPL Coverage Section

32. EKI-104 (04/08) > Excess Benefit Transaction Excise Tax Coverage Endorsement - IPO

33. EKI-869 (08/09) > Immigration Claim Endorsement (Non-Profit) - \$100,000 Sub-Limit - EPL Coverage Section

34. EKI-256 (04/08) > Molestation Exclusion (Non-Profit) - EPL Coverage Section

35. EKI-355 (06/08) > Outside Entity Coverage for Non-Profit Companies - IPO Coverage Section



36. EKI-238 (04/08) > Priority of Payments Provision (Non-Profit) - IPO **Coverage Section** 37. EKI-121 (04/08) > Professional Services Errors and Omissions Exclusions -**IPO Coverage Section** 38. EKI-124 (04/08) > Removal of Alternative Dispute Resolution Provision 39. EKI-110 (04/08) > Sexual Misconduct, Child Abuse, Neglect Exclusion (Non-Profit) - IPO 40. EKI-133 (04/08) > Single Aggregate Limit of Liability for All Coverage Sections (Non-Profit) 41. EKI-848 (05/09) > State Amendatory Inconsistent 42. EKI-802 (01/09) > Tolling or Waiving the Statute of Limitations - IPO **Coverage Section** 43. EKI-1607 (5-15) > Wage and Hour Claim Endorsement - Non-Profit -\$250,000 Sub-Limit - EPL Coverage Section 44. EKI-324-WA (04/08) > Amendatory Endorsement - Washington 45. NOTI0163CW (02/15) > Policyholder Disclosure Notice of Terrorism Insurance Coverage **Discovery Period:** •365 days (1 year) at 30% additional premium •730 days (2 years) at 75% additional premium •1,095 days (3 years) at 100% additional premium

Run Off Options:

- •1 Year at 150% additional premium
- •2 Years at 200% additional premium
- •3 Years at 215% additional premium
- •4 Years at 217% additional premium
- •5 Years at 220% additional premium
- •6 Years at 225% additional premium

| OPTIONS: | Higher Limit options:   |
|----------|---|
|          | <ul> <li>\$2MM D&amp;O/EPL Shared Limit, \$0 Retentions available for a premium/fee<br/>of \$741</li> </ul> |
|          | <ul> <li>\$3MM D&amp;O/EPL Shared Limit, \$0 Retentions available for a premium/fee of \$822</li> </ul>     |
|          |   |

# **REMARKS:** •The Terrorism Risk Insurance Act (TRIA) of 2002 applies to the Businessowners and Commercial General Liability coverage sections or policies. The premium for



certified acts of terrorism coverage under TRIA is \$100 for these coverages, but is not included in the premium stated above. You may decline to purchase terrorism coverage for certified acts of terrorism, however, you will have no coverage for losses resulting from certified acts of terrorism. If you decline the coverage, the premium will remain as quoted for the applicable coverages listed here. The Terrorism Risk Insurance Act (TRIA) of 2002 applies to the following coverage sections: Employment Practices, Directors and Officers and Company, Management Insureds and Company, Insured Person and Organization, Cyber, Media and Technology Security Services, Company Direct Expenses and Cyber and Professional services. The premium for certified acts of terrorism coverage under TRIA is 1% and is included in the premium stated above for the applicable coverage sections listed here. You may decline to purchase terrorism coverage for certified acts of terrorism, however, you will have no coverage for losses resulting from certified acts of terrorism. If you decline the coverage a 1% premium reduction will apply, but only for the applicable coverage sections listed here. This indication of terms and conditions for coverage is subject to modification or withdrawal if, after 6/20/2020 and before the inception date of coverage, Scottsdale Indemnity Company or any of its representatives, including E-Risk Services, LLC, becomes aware of any new, corrected or updated information relating to any Claim or other risk exposure which may affect or change the underwriting evaluation of any proposed Insured and Scottsdale Indemnity Company or E-Risk Services, LLC, in their sole discretion, determines that the terms of this indication of terms and conditions for coverage are no longer appropriate.

| Annual Premium     | \$<br>538.00 |                             |
|--------------------|--------------|-----------------------------|
| Broker fee         | \$<br>70.00  | Fully retained at inception |
| Total Gross Amount | \$<br>608.00 |                             |

#### Balance due in 20 Days

0.0% MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Brown & Riding has the right to cancel any binder or policy in accordance with the cancellation provisions of such binder or policy. If coverage is bound by Brown & Riding, a charge will be made in accordance with the policy terms and upon binding, all fees for the full policy term will be fully earned. Producer



guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then Brown & Riding may, without limitation of other remedies, cancel the policy for non-payment of premium.

Brown & Riding will bind or place insurance solely upon the written instructions of Producer. Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding broker fees, other fees, and charges disclosed by Brown & Riding to Producer.

Producer shall hold harmless Brown & Riding, and Brown & Riding shall hold harmless Producer, from any and all of the respective negligent or wrongful acts, omissions, or conduct that result in a financial or other obligation to the other.

In the event of a dispute between Brown & Riding and Producer, the prevailing party shall be entitled to recover its attorneys' fees, costs, and related litigation expenses in addition to any other recovery.

By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Quote # 917915

Regards,

Lisa Rodriguez