

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ALTRU
FIDUCIARY EXTENSION - (INCLUDING HIPAA)**

This endorsement modifies insurance provided under the following:

ALTRU NON-PROFIT ORGANIZATION AND MANAGEMENT LIABILITY INSURANCE POLICY

ALTRU NON-PROFIT ORGANIZATION AND MANAGEMENT LIABILITY INSURANCE POLICY - (DUTY TO DEFEND)

In consideration of the premium charged, it is hereby understood and agreed that the insurance afforded under this Policy is extended as follows:

1. **Coverage.** Subject to the Sublimit of Liability set forth in paragraph 6 below, the **Insurer** will pay on behalf of the **Insureds** a **Loss** which the **Insureds** shall become legally obligated to pay as a result of a **Claim** first made during the **Policy Period** or Discovery Period, if applicable, against any **Insureds** for a **Wrongful Act** which takes place during or prior to the **Policy Period**.
2. **Definitions.** Solely with respect to coverage afforded by this Endorsement, the following definitions apply:

“Covered Plan” means only those Trusts or Employee Benefit Plan(s) (as that term is defined by the Employee Retirement Income Security Act of 1974, as amended) listed below:

“Insureds” means the **Insured Persons**, the **Organization**, the **Covered Plan**, all regular salaried or hourly employees of the **Organization**, and any other natural person acting as a past, present or future fiduciary of any **Covered Plan**, including the estates, heirs or legal representatives of any deceased or legally incompetent **Insureds**.

“Wrongful Act” means:

1. any actual or alleged breach of the responsibilities, obligations or duties imposed upon fiduciaries of a **Covered Plan** by the Employee Retirement Income Security Act of 1974 or the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), both as amended, or by the common or statutory law of the United States, or any state or other jurisdiction;
2. any other matter claimed against any **Insureds** solely because of the **Insured’s** service as a fiduciary of any **Covered Plan**; or
3. any negligent act, error or omission in the administration of any **Covered Plan**.

Solely with respect to coverage afforded by this Endorsement, the term **“Insured Persons”** wherever it appears in this Policy is deleted and replaced with the term **“Insureds”** as defined in this Endorsement.

3. **Exclusions.** Section IV Exclusions 1(i) and (j) shall not apply to coverage afforded by this Endorsement. Exclusion 2(b) shall not apply to coverage afforded by this Endorsement for any actual or alleged violation of HIPAA. All of the other Exclusions in Section IV of this Policy shall apply to coverage afforded by this Endorsement, regardless of whether such Exclusions otherwise apply to all or only some Coverages under this Policy. In addition to such other Exclusions, the **Insurer** shall not be liable under this Endorsement to make any payment for **Loss** as a result of a **Claim** made against an **Insured**:
 - i. for the failure to fund or collect contributions owed to a **Covered Plan** from the **Organization** unless such failure is due to the negligence of the **Insured**;

- ii. for the return or reversion of any contributions or assets to the **Organization**; provided this exclusion shall not apply to **Defense Costs**;
 - iii. arising out of, based upon or attributable to any **Covered Plan** investing in, owning or holding 25% or more of any class of any **Organization's** securities;
 - iv. for benefits due or to become due under the terms of a **Covered Plan** or benefits which would be due under a **Covered Plan** if such **Covered Plan** complied with all applicable laws, unless, and to the extent that, (1) such **Insured** is a natural person and such benefits are payable as a personal obligation by such person, and (2) recovery for such benefits is based upon a covered **Wrongful Act**; provided this exclusion shall not apply to **Defense Costs**.
4. Other Provisions. Solely with respect to coverage afforded by this Endorsement, civil or criminal fines or penalties imposed by law within the definition of **Loss** shall not include:
- a. the five percent (5%) or less, or the twenty percent (20%) or less, civil penalties imposed upon an **Insured** as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended; or
 - b. any civil money penalties imposed upon an **Insured** for violation of the privacy provisions of HIPAA, provided the **Insurer's** maximum aggregate liability for all such civil money penalties on account of all **Claims** first made during the **Policy Period** shall be \$25,000. Such amount shall be part of and not in addition to the sublimit set forth in Item 6 of this endorsement. Any such civil money penalties paid by the **Insurer** pursuant to this paragraph shall reduce the aggregate Limit of Liability for all Coverages under this Policy as set forth in Item 3 of the Declarations.
5. Retention. Solely with respect to coverage afforded by this Endorsement, the retention in Item 4 of the Declarations is amended to read as follows:
- Retention: \$_____ for **Loss** arising from each **Claim** and all **Claims** alleging the same **Wrongful Act** or **Interrelated Wrongful Acts**.
6. Sublimit. The **Insurer's** maximum aggregate liability for all **Loss** covered under this Endorsement as a result of all **Claims** first made against the **Insureds** during the **Policy Period** and the Discovery Period (if applicable) shall be \$100,000. Such amount shall be part of and not in addition to the aggregate Limit of Liability for all Coverages under this Policy as set forth in Item 3 of the Declarations. Any **Loss** paid by the **Insurer** under this Endorsement shall reduce the aggregate Limit of Liability for all **Loss** under this Policy as set forth in Item 3 of the Declarations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: