POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

(for policies with no terrorism exclusion or sublimit)
Insuring Company: Federal Insurance Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act"), this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury 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.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: \$ -0-.

If you have any questions about this notice, please contact your agent or broker.

IMPORTANT NOTICE TO POLICYHOLDERS

Insuring Company: Federal Insurance Company

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at http://www.chubbproducercompensation.com or by calling the following toll-free telephone number:

1-866-512-2862.

EXCESS POLICY

DECLARATIONS

Policy Number 8160-1916

Federal Insurance Company, a stock insurance company, incorporated under the laws of Indiana, herein called the Company.

Item 1. Parent Organization: United Church Insurance Association fka UCC Insurance Board

Item 2. Principal Address: 700 PROSPECTAVE

8TH FLOOR

CLEVELAND, OH 44115

Item 3 Limit of Liability:

Each Policy Period \$650,000.00

Item 4. **Underlying Insurance**:

(A) **Primary Policy**

Insurer Policy Number Limits Policy Period

January 1, 2022 To January 1,

Lexington TBD \$350,000.00 2023

(B) Other Policies

<u>Insurer</u> <u>Policy Number</u> <u>Limits</u> <u>Policy Period</u>

January 1, 2022 To January 1,

2023

Item 5. **Policy Period**: From: 12:01 a.m. on January 1, 2022

To: 12:01 a.m. on January 1, 2023

Item 6. Endorsements Effective at Inception: See Schedule of Forms Attached

Item 7. Termination of Prior Policies: 8160-1916 (Jan 1, 2021 - Jan 1, 2022)

Item 8. Pending or Prior Date: N/A



The Company issuing this policy has caused this policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

FEDERAL INSURANCE COMPANY

BIME-	
Secretary	President
01/12/2022	Pall 20
Date	Authorized Representative

In consideration of the payment of the premium and subject to the Declarations, limitations, conditions, provisions and other terms of this policy, the Company agrees as follows:

Insuring Clause

The Company shall provide the **Insureds** with insurance during the **Policy Period** excess of the **Underlying Limit**. Coverage hereunder shall attach only after the insurers of the **Underlying Insurance** shall have paid in legal currency the full amount of the **Underlying Limit** for such **Policy Period**. Coverage hereunder shall then apply in conformance with the terms and conditions of the **Primary Policy** as amended by any more restrictive terms and conditions of any other policy designated in Item 4(B) of the Declarations, except as otherwise provided herein.

Maintenance of Underlying Insurance

 All Underlying Insurance shall be maintained in full effect during the Policy Period and shall afford the same coverage provided by all Underlying Insurance in effect upon inception of this Policy Period, except for any depletion or exhaustion of the Underlying Limit solely by reason of payment of losses thereunder.

Depletion of Underlying 3. **Limit**

Only in the event of exhaustion of the **Underlying Limit** by reason of the insurers of the **Underlying Insurance**, or the **Insureds** in the event of financial impairment or insolvency of an insurer of the **Underlying Insurance**, paying in legal currency loss which, except for the amount thereof, would have been covered hereunder, this policy shall continue in force as primary insurance, subject to its terms and conditions and any retention applicable to the **Primary Policy**, which retention shall be applied to any subsequent loss in the same manner as specified in the **Primary Policy**.

The risk of uncollectability of any **Underlying Insurance**, whether because of financial impairment or insolvency of an underlying insurer or any other reason, is expressly retained by the **Insureds** and is not in any way insured or assumed by the Company.

Underlying Sublimits

- 4. If any **Underlying Limit** is subject to a **Sublimit**:
 - a. coverage hereunder shall not apply to any claim which is subject to such **Sublimit**, however,
 - b. the **Underlying Limit** shall be recognized hereunder as depleted to the extent of any payment of such claim subject to such **Sublimit**.

Limit of Liability

5. The Company's maximum liability for loss shall be the amount set forth in ltem 3 of the Declarations.

Claim Participation

6. The Company may, at its sole discretion, elect to participate in the investigation, settlement or defense of any claim covered by this policy even if the **Underlying Insurance** has not been exhausted.

Pending or Prior Matters

7. The Company shall not be liable under this policy for any loss which is based upon, arises from or is in consequence of any demand, suit or other proceeding pending, or order, decree or judgment entered against any **Insured** on or prior to the Pending or Prior Date set forth in Item 8 of the Declarations, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein.

Subrogation - Recoveries

8. In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the **Insureds'** rights of recovery and the **Insureds** shall execute 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 effectively to bring suit in the name of the **Insured**.

Any amounts recovered after payment of loss hereunder shall be apportioned in the inverse order of payment to the extent of actual payment. The expenses of all recovery proceedings shall be apportioned among the recipients of the recovery in the ratio of their respective recoveries.

Notice

9. The Insureds shall, as a conditions precedent to exercising their rights under this policy, give to the Company written notice as soon as practicable of the cancellation of any Underlying Insurance, any notice given under any Underlying Insurance and additional or return premiums charged or paid in connection with any Underlying Insurance.

Notice to the Company under this policy shall be given in writing addressed to:

Notice of claim: Home Office Claims Department

Chubb Group of Insurance Companies

202B Hall's Mill Road

Whitehouse Station, NJ 08889

All other notices: Executive Protection Practice

Chubb Group of Insurance Companies

202B Hall's Mill Road

Whitehouse Station, NJ 08889

Such notice shall be effective on the date of receipt by the Company at such address.

Company Authorization 10. **Clause**

By acceptance of this policy, the **Parent Organization** named in Item 1 of the Declarations agrees to act on behalf of all the **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 negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for under this policy (except the giving of notice to apply for any extended reporting period), and the **Insureds** agree that the **Parent Organization** shall act on their behalf.

Alteration

11. No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to this policy which is signed by an authorized representative of the Company.

Policy Termination

- 12. This policy shall terminate at the earliest of the following times:
 - (a) sixty days after the receipt by the **Parent Organization** of a written notice of termination from the Company;
 - (b) upon the receipt by the Company of written notice of termination from the **Parent Organization**;
 - (c) upon expiration of the **Policy Period**;
 - (d) thirty days after the effective date of any alteration or termination of any **Underlying Insurance**, whether by the **Insureds** or any insurer of the **Underlying Insurer**, unless the Company (i) receives written notice of such alteration or termination from the **Parent Organization**, (ii) receives such information as the Company reasonably requests, and (iii) agrees, pursuant to an endorsement, not to terminate this policy; or
 - (e) at such other time as may be agreed upon by the Company and the **Parent Organization**.

Notice of cancellation or non-renewal of the **Primary Policy** duly given by the primary insurer shall serve as notice of the cancellation or non-renewal of this policy by the Company.

The Company shall refund the unearned premium computed at customary short rates if the policy is terminated by the **Parent Organization**. Under any other circumstances the refund shall be computed pro rata.

Termination of Prior Policies

13. Any policies specified in Item 7 of the Declarations shall terminate, if not already terminated, as of the inception date of this policy.

Policy Definitions

14. When used in this policy:

Insureds means those persons or organizations insured under the **Primary Policy**.

Parent Organization means the organization designated in Item 1 of the Declarations.

Primary Policy means the policy scheduled in Item 4(A) of the Declarations or any policy of the same insurer replacing or renewing such policy.

Policy Period means the period of time specified in Item 5 of the Declarations, subject to prior termination in accordance with Section 12 above. If any extended reporting period is exercised, such extension shall be treated as set forth in the **Primary Policy**.

Sublimit means any **Underlying Insurance** limit of liability which:

- a. applies only to a particular grant of coverage under such **Underlying** Insurance, and
- b. reduces and is part of the otherwise applicable limits of liability of such **Underlying Insurance** set forth in Item 4 of the Declarations.

Policy Definitions (continued)

Underlying Insurance means all policies scheduled in Item 4 of the Declarations and any policies of the same insurers replacing or renewing them.

Underlying Limit means the amount equal to the aggregate of all limits of liability as set forth in Item 4 of the Declarations for all **Underlying Insurance**, subject to any **Sublimits**, plus the applicable uninsured retention, if any, under the **Primary Policy**.

Crime Excess

Schedule of Forms

To be attached to and form part of Company: Federal Insurance Company

Policy No. 8160-1916

Issued to: United Church Insurance Association fka UCC Insurance Board

14-02-22814 (12/17 ed.)

14-02-2297 (2/03 ed.)

14-02-3545 (11/99 ed.)

14-02-3545 (11/99 ed.)

14-02-3755 (12/14 ed.)

14-02-9228 (2/10 ed.)

PF-296581 (2/20 ed.)

ENDORSEMENT/RIDER

Effective date of this endorsement/rider: January 1, 2022

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and form a part of Policy No. 8160-1916

Issued to: United Church Insurance Association fka UCC Insurance Board

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

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

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any "loss" that is otherwise excluded under this Policy.

The title and any headings in this endorsement/rider are sole	y for convenience and form no part of the terms and
conditions of coverage.	

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT

Effective date of

this endorsement: January 1, 2022 Company: Federal Insurance Company

Endorsement No. 2

To be attached to and form a part of Policy No. 8160-1916

Issued to: United Church Insurance Association fka UCC Insurance Board

FIDELITY & K/R EXCESS ENDORSEMENT

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

1. Item 3 of the Declarations, Limit of Liability, is deleted in its entirety and the following is inserted:

Item 3. Limit of Liability: \$650,000.00

2. Section 14, **Policy Definitions**, is amended by deleting the definition of **Underlying Limit** and inserting the following:

Underlying Limit means the amount equal to the sum of all Limits of Liability set forth in Item 4 of the Declarations for all **Underlying Insurance**, plus the applicable retention, if any, under the **Primary Policy**.

- 3. Section 1, **Insuring Clause**, is deleted in its entirety and the following is inserted:
 - 1. The Company shall provide the **Insureds** with insurance during the **Policy Period** excess of the **Underlying Limit**. Coverage hereunder shall attach only after the insurers of the **Underlying Insurance** shall have paid in legal currency the full amount of the **Underlying Limit** for any loss. Coverage hereunder shall then apply in conformance with the terms and conditions of the **Primary Policy** as amended by any more restricted terms and conditions of any other policy designated in Item 4 (B) of the Declarations, except as otherwise provided herein.
- 4. Section 5, Limit of Liability, is deleted in its entirety and the following is inserted:
 - 5. The Company's maximum liability for each loss shall be the amount set forth in Item 3 of the Declarations.
- 5. Section 7, **Pending or Prior Matters**, is deleted in its entirety.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

ENDORSEMENT

Effective date of this endorsement: January 1, 2022

Company: Federal Insurance Company

Endorsement No. 3

To be attached to and form a part of Policy No. 8160-1916

Issued to: United Church Insurance Association fka UCC Insurance Board

ADD INSURED(S) ENDORSEMENT

In consideration of the premium charged, it is agreed that the Name of Insured, is amended by adding the following:

Churches and affiliated entities and organizations of the United Church of Christ, the Christian Church (Disciples of Christ), the Presbyterian Church (USA), Alliance of Baptists, The Evangelical Lutheran Church in America, and the Reformed Church in America that participate in the Program of the United Church Insurance Association, as listed on individual Memorandums of Insurance.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

ENDORSEMENT

Effective date of this endorsement: January 1, 2022

Company: Federal Insurance Company

Endorsement No. 4

To be attached to and form a part of Policy No. 8160-1916

Issued to: United Church Insurance Association fka UCC Insurance Board

ADD INSURED(S) ENDORSEMENT

In consideration of the premium charged, it is agreed that the Name of **Insured**, is amended by adding the following:

United Church Insurance Association and affiliated entities and organizations of the United Church of Christ, the Christian Church (Disciples of Christ), the Presbyterian Church (USA), the Alliance of Baptists, the Evangelical Lutheran Church in America, and the Reformed Church in America that participate in the insurance program of the United Church Insurance Association (also dba: The Insurance Board) as listed on individual memorandums of insurance on file with the United Church Insurance Association.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

ENDORSEMENT/RIDER

Effective date of this endorsement/rider: January 1, 2022

Federal Insurance Company

Endorsement/Rider No. 5

To be attached to and form a part of Policy No. 8160-1916

Issued to: United Church Insurance Association fka UCC Insurance Board

OHIO STATE AMENDATORY ENDORSEMENT

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

- (1) Section 12.(c) Policy Termination, is amended by adding the following:
 - "provided that thirty (30) days advance written notice of non-renewal has been sent, via certified mail, to the Parent Organization with a copy to the agent of record, if any, of the Parent Organization."
- (2) Section 12. (d), Policy Termination, is deleted and replaced with the following:
 - "(d) Notwithstanding anything to the contrary in this policy, this policy may be canceled by the Company for acts or omissions by the Parent Organization or his or her representative constituting fraud or material misrepresentation in obtaining the policy, in continuing the policy or in presenting a claim under the policy. Such cancellation will be with respect solely to the coverage afforded under this policy for the Underlying Insurance under which the fraud or material misrepresentation occurred. If this policy has been in effect for more than ninety (90) days, the Company will provide at least thirty (30) days' written notice of such intent to cancel to the agent of the Parent Organization and to the Parent Organization at the last address known to the Company. The notice will contain the specific reason for cancellation."
- (3) Section 12(e) of the policy is deleted and replaced with the followng:
 - (e) at such other time as may be agreed upon by the Company and the **Parent Organization**, subject to the termination provisions set forth in 12(a) and 12(b) of this policy section.
- (4) Section 12 of the policy is further amended by deleting the first paragraph after subsection (e) therefrom.
- (5) The Company will provide loss information to the Parent Organization upon cancellation or non-renewal of the policy at the request of the Parent Organization.
- (6) The policy will be deemed to have been amended to the extent necessary to effect the purposes of this endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence
over any provisions of the policy or any endorsement to the policy, whenever added, that are inconsistent with
or contrary to the provisions of this Amendatory Endorsement, unless such policy or endorsement provisions
comply with the applicable insurance laws of the state of Ohio.

All other terms, conditions and limitations of this policy shall remain unchanged.

ENDORSEMENT/RIDER

Effective date of this endorsement/rider: January 1, 2022

Federal Insurance Company

Endorsement/Rider No. 6

To be attached to and form a part of Policy No. 8160-1916

Issued to: United Church Insurance Association fka UCC Insurance Board

COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

ENDORSEMENT/RIDER

Effective date of this endorsement/rider: January 1, 2022

Federal Insurance Company

Endorsement/Rider No. 7

To be attached to and form a part of Policy No. 8160-1916

Issued to: United Church Insurance Association fka UCC Insurance Board

CRIME EXCESS POLICY AMENDMENTS ENDORSEMENT (PER OCCURENCE)

In consideration of the premium charged, it is agreed this Policy is amended as follows:

(1) Item 3 of the Declarations, Limit of Liability, is deleted and replaced with the following:

Item 3. Limit of Liability Per Occurrence: \$650,000.00

(2) The definition of **Underlying Limit** in Section 14, Policy Definitions, is deleted and replaced with the following:

Underlying Limit means the amount equal to the sum of all Limits of Liability set forth in Item 4 of the Declarations for all **Underlying Insurance**, plus the applicable retention, if any, under the **Primary Policy**.

(3) Section 1, Insuring Clause, is deleted and replaced with the following:

The Company shall provide the **Insureds** with insurance during the **Policy Period** excess of the **Underlying Limit**. Coverage hereunder shall attach only after the **Underlying Insurers** and/or the **Insureds** or any other party shall have paid in legal currency the full amount of the **Underlying Limit** for any loss. Coverage hereunder shall then apply in conformance with the terms and conditions of the **Primary Policy**, except as otherwise provided herein.

(4) Section 2, Maintenance of Underlying Insurance, is amended by adding the following at the end thereof:

This policy shall not be invalidated solely by reason of any failure of the **Insured** to comply with the foregoing, but under no circumstances shall the Company be liable under this policy earlier or to any greater extent than it would have been if the **Insured** had complied with this condition.

(5) Section 3, Depletion of Underlying Limit, is deleted and replaced with the following:

In the event of exhaustion of the **Underlying Limit** by reason of the **Underlying Insurers** and/or the **Insureds** or any other party, paying in legal currency loss which, except for the amount thereof, would have been covered hereunder, this Policy shall continue in force as primary insurance, subject to its terms and conditions and any retention applicable to the **Primary Policy**, which retention shall be applied to any subsequent loss in the same manner as specified in the **Primary Policy**.

- (6) Section 5, Limit of Liability, is deleted and replaced with the following:
 - 5. The Company's maximum liability for each loss shall be the amount set forth in Item 3 of the Declarations.
- (7) Section 7, Pending or Prior Matters, is deleted.
- (8) Section 6, Claim Participation, is deleted and replaced with the following:

The Company may, at its sole discretion, reasonably participate in the investigation, settlement or defense of any claim covered by this policy even if the **Underlying Insurance** has not been exhausted.

- (9) Section 9, Notice, is amended as follows:
 - (a) The first sentence is deleted and replaced with the following.

The **Insureds** shall give to the Company written notice as soon as practicable of the cancellation of any **Underlying Insurance**, any notice given under any **Underlying Insurance** and additional or return premiums charged or paid in connection with any **Underlying Insurance**.

(b) The last sentence is deleted and replaced with the following:

Such notice shall be effective upon the earliest of the date of receipt by the Company at such address or one day following the date such notice is sent.

(10) The terms of the following provisions of this policy are deleted and replaced with the terms of same or similarly identified provisions in the **Primary Policy**:

Section 8 (Subrogation – Recoveries);

Section 10 (Company Authorization Clause); and

Section 12 (Policy Termination),

provided that it is expressly understood and agreed that this policy is an agreement that is separate and independent of the **Primary Policy**, and the Company retains the separate and independent right to interpret the terms and conditions of this policy, including the extent to which the provisions identified above conform with the terms of the **Primary Policy**.

(11) Section 11, Alteration, is deleted and replaced with the following:

No change in, modification of, or assignment of interest under this policy shall be effective except when made by written endorsement to this policy which is signed by an authorized representative of the Company, unless such written endorsement requirement is waived in writing by the Company.

- (12) Section 13, Termination of Prior Policies, is deleted.
- (13) The following definition is added to Section 14, Policy Definitions:

"Underlying Insurer" means the insurer(s) of each respective policy of Underlying Insurance.

(14) This Policy does not cover:

(a) Fraudulent Instructions

loss resulting directly or indirectly from any transfer, payment or delivery of money, securities, or property:

- (i) approved by an employee; or
- (ii) arising out of any misrepresentation received by any employee, agent, independent contractor or other representative of the Insured.

whether such transfer, payment or delivery was made in good faith or as a result of trick, artifice, fraud or false pretenses, except when covered under any **Underlying Insurance** which provide coverage for dishonest acts of employees, or any other coverage specifically added by endorsement to this Policy;

(b) Disclosure of Confidential Information

loss resulting directly or indirectly from the disclosure of confidential or personal information while in the care, custody or control of an Insured, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any similar type of non-public information, except loss that is otherwise covered under this Policy through the use of confidential or personal information to facilitate such loss; or

(c) Data Breach Expenses

fees, costs, fines, penalties or any other expenses or liabilities incurred by an Insured which result, directly or indirectly, from the access to or disclosure of an Insured's or another entity's or person's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any similar type of non-public information.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.