

**Announcing a Program of Insurance
Designed Exclusively for
Pennsylvania Tax Collection Committees**



Sponsored by PASBO, this program offers:

- Protection through financially strong, “A” rated insurers
- Comprehensive coverage for Directors & Officers Liability, General Liability and Personal Property
- Competitively priced, group discounted premiums
- A simplified application process.

For a complete proposal, contact:

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Act 32 Tax Collection Committee Insurance

Directors & Officers Liability Insurance

Summary of Coverage

It is our pleasure to present to you a Directors and Officers Liability insurance program for the Act 32 Tax Collection Committees. We are proud to partner with an insurance carrier that is locally operated, and who also boasts a solid financial position. This policy is written on a claims-made form and requires that claims are submitted in writing during the policy period. The insurance company has the right and duty to defend all claims.

Here is a snapshot of the program:

Insurer: Philadelphia Indemnity Insurance Company

A.M. Best Rating: A+, XIV – Outlook: Stable

Annual Aggregate Limit: \$1,000,000 per committee, including defense costs

Annual Per Claim Retention:

Non-Indemnifiable Claims - \$0

Indemnifiable Claims - \$10,000

Coverage Form: Flexi Plus Five – Not for Profit Organization Directors and Officers Liability Insurance (Claim-Made Form)

Named Insureds: Any director, officer, governor, trustee, equivalent executive, employee, volunteer, leased or temporary employee, or committee member of the Organization

Definition of Claim: Any written demand for monetary or non-monetary relief; or any judicial, civil, administrative, regulatory, or arbitration proceeding, which subjects an Insured to a binding adjudication of liability for monetary or non-monetary relief for a Wrongful Act

D&O Wrongful Act: Act, error, omission, misstatement, misleading statement, neglect, breach of duty by an Individual Insured or by the Organization

Common Exclusions: Anti-Trust Claims; Advertising, Price, or Authenticity Claims; Patent Claims; Unlawful State, Federal or Local Law Claims; Contractual Liability Claims

The above snapshot includes the highlights only which are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and this document, the policy prevails. For details of coverage, refer to policy forms.

Act 32 Tax Collection Committee Insurance

Directors and Officers Liability Insurance

Insurer	Philadelphia Indemnity Insurance Company	
AM Best Rating	A+, XIV – Outlook: Stable	
Insured Organization	EIT Collection Committees	
Coverage Form	Claims made	
Policy Period	To be determined	
Continuity Date	At inception	
Defense Costs	Included in the limit of liability	
Limit of Liability	Directors and Officers Liability	
	\$1,000,000	
	\$25,000	Sublimit: Crisis Management
	\$25,000	Sublimit: Identity Theft Expense
	\$25,000	Sublimit: Terrorism Travel Expense
	\$25,000	Sublimit: Emergency Real Estate Consulting Fee
	\$25,000	Sublimit: Temp. Meeting Space Reimbursement
	\$25,000	Sublimit: Workplace Violence Consulting
	\$25,000	Sublimit: Image Restoration and Counseling
	\$25,000	Sublimit: Donation Assurance
	\$25,000	Sublimit: Business Travel
	\$50,000	Sublimit: Key Individual Replacement Expense
	\$50,000	Sublimit: Kidnap Expense
Retentions	\$0	Non-indemnifiable loss
	\$10,000	Indemnifiable loss
	\$10,000	Corporate entity
Coverage Extensions	» Entity coverage	

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Policy Period	To be determined
Policy Form	Flexi Plus Five – Not for Profit Organization Directors and Officers Liability Insurance
Insuring Agreement I(A) (Individual Non-Indemnified Liability)	The Underwriter will pay on behalf of the Individual Insured, Loss from Claims made against Individual Insureds during the Policy Period (or, if applicable, during the Extension Period), and reported to the Underwriter pursuant to the terms of this Policy, for D&O Wrongful Acts, except to the extent the Organization has indemnified the Individual Insureds for such Loss.
Insuring Agreement I(B) (Individual Indemnified Liability)	The Underwriter will pay on behalf of the Organization, Loss from Claims made against Individual Insureds during the Policy Period (or, if applicable, during the Extension Period), and reported to the Underwriter pursuant to the terms of this Policy, for D&O Wrongful Acts, if the Organization has indemnified such Individual Insureds for such Loss.
Insuring Agreement I(C) (Corporate Liability)	The Underwriter will pay on behalf of the Organization, Loss from Claims made against the Organization during the Policy Period (or, if applicable, during the Extension Period), and reported to the Underwriter pursuant to the terms of this Policy, for a D&O Wrongful Act.
Limit of Liability	\$1,000,000 unless otherwise requested
Retentions	\$10,000 unless higher limits are requested
D&O Wrongful Act	<ul style="list-style-type: none">▪ act, error, omission, misstatement, misleading statement, neglect, breach of duty or Personal & Advertising Injury committed or attempted by an Individual Insured in his/her capacity as an Individual Insured; or by the Organization▪ act, error, omission, misstatement, misleading statement, neglect, breach of duty or Personal & Advertising Injury committed or attempted by an Individual Insured while serving as a director, officer, governor or trustee of any Outside Entity, if such service is at the written request or direction of the Organization.

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Insureds

- any individual who has been, now is or shall become a director, officer, governor, trustee, equivalent executive, employee (whether salaried or not), volunteer, leased or temporary employee, or committee member of the Organization;
- the lawful spouse of a director, officer, governor, trustee, or equivalent executive of the Organization, but only for actual or alleged Wrongful Acts of such executive for which such spouse may be liable as the spouse of such executive;
- the estate, heirs, legal representatives or assigns of a deceased director or officer, or the legal representatives or assigns of such a person who is incompetent, but only for Wrongful Acts of the person described in (1) above which, in the absence of such death or incompetence, would have been covered by this Policy;
- with respect to an Organization chartered outside the United States of America, any individual who has been, now is or shall become a person serving in a position with such Organization that is equivalent to any position described in (1) above.
- the Organization and Individual Insured.

Claim Defined

- any written demand for monetary or non-monetary relief; or
- any judicial, civil, administrative, regulatory, or arbitration proceeding (including any appeal there from), which subjects an Insured to a binding adjudication of liability for monetary or non-monetary relief for a Wrongful Act; or
- any written request to toll or waive any statute of limitations applicable to any actual or potential suit or cause of action against an Insured.

However, Claim shall not include a labor or grievance proceeding pursuant to a collective bargaining agreement.

Exclusions

- Anti-Trust Exclusion
- Advertising, Price, or Authenticity Claim Exclusion
- Patent Exclusion
- Unlawful State, Federal or Local Law Exclusion
- Software Development Exclusion
- Product Recall Exclusion
- Unauthorized Computer Access or Transmission of Virus Exclusion
- Personal Injury Exclusion

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Exclusions Applicable to Corporate Liability Only	<ul style="list-style-type: none">▪ Contractual Liability
Conditions	<ul style="list-style-type: none">▪ Optional Duty to Defend▪ Full Allocation of Defense Costs▪ Soft Hammer – 70/30▪ Settlement Incentive – 10% Retention Reduction
Endorsements	<ul style="list-style-type: none">▪ Bell Endorsement▪ Crisis Management Endorsement▪ Amendment of Exclusion Endorsement▪ Pro-Pak Elite Enhancement▪ Pennsylvania Amendatory Endorsement▪ Cap on Losses from Certified Acts of Terrorism
D&O Premium	Subject to Completion of Application
Note	See General Terms & Conditions Section

Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms.