



## Wrap+®

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March 21, 2025

MICHAEL L STORY  
SENTINEL RISK ADVISORS  
4700 SIX FORKS RD STE 200  
RALEIGH, NC 27609

**RE: Insured Name:** ANDERSON AUTOMOTIVE GROUP, LLC  
9101 GLENWOOD AVE  
RALEIGH, NC 27617-7507  
**Expiring Policy Number:** 107811484  
**Policy Period:** April 1, 2025 to April 1, 2026

Dear MICHAEL L STORY:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid for 30 days, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document within 30 days in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online®, the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit [www.rmplusonline.com](http://www.rmplusonline.com) to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++\*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

**Angela G Inman**

Travelers Bond & Specialty Insurance

\*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit [www.travelers.com](http://www.travelers.com). Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access [www.ambest.com](http://www.ambest.com).

**Travelers Casualty and Surety Company of America**  
**QUOTE OPTION #1**

**LIABILITY COVERAGES:**

Coverage	Limit	Additional Defense Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
<b>Private D&amp;O</b>	\$5,000,000	N/A	\$0 (A) \$100,000 (B) \$100,000 (C)	01/20/2014	01/20/2014
<b>EPL</b>	\$1,000,000	N/A	\$50,000 (A)	04/01/2023	04/01/2023
<b>EPL - Third Party Claim Coverage (Part of EPL Limit)</b>	\$1,000,000	N/A	\$50,000 (B)	04/01/2023	04/01/2023
<b>Fiduciary</b>	\$5,000,000	N/A	\$0 (A)	01/20/2014	01/20/2014

**CRIME COVERAGES:**

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
<b>A - Fidelity</b> 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	\$1,000,000 \$1,000,000 Not Covered	\$10,000 \$0	<b>F - Computer Crime</b> 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	\$1,000,000 Not Covered	\$10,000
<b>B - Forgery or Alteration</b>	\$1,000,000	\$10,000	<b>G - Funds Transfer Fraud</b>	\$1,000,000	\$10,000
<b>C - On Premises</b>	\$1,000,000	\$10,000	<b>H - Personal Accounts Protection</b> 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered Not Covered	
<b>D - In Transit</b>	\$1,000,000	\$10,000	<b>I - Claim Expense</b>	\$5,000	\$0
<b>E - Money Orders and Counterfeit Money</b>	\$1,000,000	\$10,000			

Insured's Premises Covered: Worldwide, except Not Applicable

**CYBER COVERAGE:**

Liability	Limit	Retention
<b>Privacy and Security</b>	\$5,000,000	\$100,000
<b>Payment Card Costs</b>	\$5,000,000	Subject to Privacy and Security Retention
<b>Media</b>	\$5,000,000	\$100,000
<b>Regulatory Proceedings</b>	\$5,000,000	\$100,000
Breach Response	Limit	Retention
<b>Privacy Breach Notification</b>	1,000,000 impacted parties	impacted parties threshold 100
<b>Computer and Legal Experts</b>	\$1,000,000 which is separate from the CyberRisk Aggregate Limit	\$5,000
<b>Betterment</b>	\$100,000	
<b>Cyber Extortion</b>	\$5,000,000	\$100,000
<b>Data Restoration</b>	\$5,000,000	\$100,000
<b>Public Relations</b>	\$5,000,000	\$100,000

Cyber Crime	Limit	Retention
Computer Fraud	\$250,000	\$25,000
Funds Transfer Fraud	\$250,000	\$25,000
Social Engineering Fraud	\$250,000	\$25,000
Telecom Fraud	\$250,000	\$25,000
Business Loss	Limit	Retention
Business Interruption	\$5,000,000	
Dependent Business Interruption	\$5,000,000	
Dependent Business Interruption - System Failure	\$5,000,000	
Dependent Business Interruption - Outsource Provider	\$5,000,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$5,000,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$5,000,000	

#### Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

**Knowledge Date:** March 01, 2020

**P&P Date:** March 01, 2020

**Retro Date:** N/A

**TOTAL ANNUAL PREMIUM - \$320,749.00**

(Other term options listed below, if available)

#### **COVERAGE DETAILS:**

Investigation Expense Limit of Liability:	\$250,000	for all Private Company Directors and Officers Liability <b>Claims</b>
Supplemental Personal Indemnification Coverage:	\$500,000	for all Private Company Directors and Officers Liability <b>Claims</b>
Settlement Program Limit of Liability:	\$200,000 for each <b>Settlement Program Notice</b> , which amount is included within, and not in addition to any applicable Fiduciary limit of liability	
Settlement Program Retention:	\$N/A Fiduciary retention for each <b>Settlement Program Notice</b> under Insuring Agreement B.	
HIPAA Limit of Liability:	\$1,000,000 which amount is included within, and not in addition to, any applicable Fiduciary limit of liability	

#### **LIMIT DETAIL:**

Shared Additional Defense Limit of Liability: N/A

Crime Policy Aggregate Limit of Insurance:	N/A
CyberRisk Policy Aggregate Limit:	\$5,000,000

**EXTENDED REPORTING PERIOD AND RUN-OFF:**

Extended Reporting Period for Liability Coverages and CyberCoverages:

Additional Premium Percentage:	75%
Additional Months:	12

Run-Off Extended Reporting Period for Liability Coverages and CyberCoverages:

Additional Premium Percentage:	N/A
Additional Months:	N/A

**CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:**

Duty to Defend

**ANNUAL REINSTATEMENT:**

Liability Coverage Limit of Liability:	N/A
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**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$320,749.00	\$0.00	\$0.00	\$320,749.00	\$320,749.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:**

ACF-2001-0222	Modular Declarations Page
AFE-16001-0119	General Conditions
CRI-3001-0109	Crime Policy Form
CYB-16001-0620	CyberRisk Coverage
CYB-16001-TOC-0620	CyberRisk Table of Contents
EPL-3001-0109	Employment Practices Liability Policy
FRI-3001-0109	Fiduciary Liability Policy
PDO-3001-0109	Private Company Directors and Officers Liability Policy

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:**

ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
ACF-7007-0811	Cross-Coverage Notice Endorsement
AFE-17019-0119	North Carolina Changes Endorsement
AFE-19015-0119	Add Specified Insured Entity Endorsement
AFE-19029-0719	Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920	Federal Terrorism Risk Insurance Act Disclosure Endorsement
CRI-19060-0713	Replace General Agreement E - Change of Control - Notice Requirements Endorsement
CRI-19072-0315	Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19101-1117	Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519	Telecommunication Fraud Insuring Agreement Endorsement
CRI-19122-1120	Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement
CRI-4016-0810	North Carolina Changes Endorsement
CRI-5034-0613	North Carolina Cancellation or Termination Endorsement

CRI-7028-1120	Additional Insureds Endorsement
CYB-19101-0119	Per Impacted Parties And Computer And Legal Expert Costs Endorsement
CYB-19102-0620	Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620	Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119	Conviction Reward Endorsement
CYB-19122-0519	Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519	Bricked Equipment Endorsement
EPL-10008-0111	Insured Person Redefined to Include Indemnified Independent Contractor Endorsement
EPL-19050-0316	Workplace Violence Expenses Endorsement
EPL-19063-0319	Immigration Claims Endorsement
EPL-7010-0109	Redlining Exclusion Endorsement
EPL-7060-0109	Wage and Hour Law Defense Expenses Limit of Liability Endorsement
FRI-19030-0712	Delete Workplace Misconduct Exclusion Endorsement
FRI-19065-1112	Amend Section III. Exclusion B.1. - Final Non-Appealable Adjudication in Any Proceeding Other Than A Proceeding Initiated by the Company Endorsement
FRI-19093-1015	Benefit Determination Appeals and Preliminary Investigations Endorsement
FRI-19103-0517	PPACA, Section 502(C), Section 507, and Section 4975 Civil Money Penalties Endorsement
<i>PPACA limit</i>	\$250,000
<i>502c limit</i>	\$250,000
<i>507 limit</i>	\$250,000
<i>4975 limit</i>	\$250,000
LIA-10001-0610	Settlement Condition Endorsement
<i>D&amp;O Private, D&amp;O NP, PPL Check Box (Y/N)</i>	Y
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>Frip Check Box (Y/N)</i>	Y
LIA-19002-1111	Advancement of the Retention Endorsement
<i>Frip Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>D&amp;O Private Included (Y/N)</i>	Y
LIA-19030-0712	Non-Rescindability and Non-Imputation Endorsement
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	Y
LIA-19083-0114	Lender Liability Exclusion Endorsement
<i>D&amp;O Private Included (Y/N)</i>	Y
LIA-19097-0315	Global Coverage Compliance Endorsement
LIA-19103-0315	Amend Definition of Named Insured Endorsement - Scheduled Entity
<i>FRI Included (Y/N)</i>	Y
<i>PDO Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
LIA-19109-0415	Amend Change of Control and Extended Reporting Period Conditions Endorsement
<i>EPL Included (Y/N)</i>	Y
<i>FRI Included (Y/N)</i>	Y
<i>PDO Included (Y/N)</i>	Y
LIA-19137-0517	Automatic Coverage for All Formed Subsidiaries and Acquired Subsidiaries with Assets not Exceeding 35% Endorsement
<i>PDO Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>FRI Included (Y/N)</i>	Y
LIA-3001-0109	Liability Coverage Terms and Conditions
LIA-4021-0214	North Carolina Changes Endorsement
LIA-5032-1107	North Carolina Cancellation and Nonrenewal Endorsement
LIA-7056-0109	Reduced Limits and Separate Retention for Family Member Claims Endorsement
<i>Family Member Name</i>	Anderson
<i>Family Member Limit - all</i>	\$1,000,000

<i>Family Member Retention - A</i>	\$100,000
<i>Family Member Retention - B</i>	\$100,000
<i>Family Member Retention - C</i>	\$100,000
LIA-7058-0109	Addition of Antitrust Exclusion for Insuring Agreement C. Endorsement
LIA-7097-0109	Amend Number of Days for Electing Extended Reporting Period Endorsement
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	N
LIA-7116-0109	Amend Insured's Duties In Event of a Claim Condition Endorsement -- Replace Executive Officer Designation
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	Y
<i>Name or Title</i>	<i>CEO, CFO, HR Manager, Risk Manager, General Counsel or the functional equivalents thereof;</i>
LIA-7198-0110	Amend Subsidiary To Include Scheduled Entity(ies) Endorsement
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	Y
LIA-7305-0112	Increased Limit of Liability - Prior and Pending Proceeding and Continuity Dates Endorsement
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	Y
LIA-7330-0109	Initial Public Offering Exclusion (Broad) Endorsement
PDO-19004-0512	Crucial Event Management Coverage Endorsement
<i>Enter Percentage</i>	20
PDO-19006-0517	Extradition Coverage Endorsement
PDO-19009-0612	Express Contract Exclusion Endorsement
PDO-19018-0517	Amend Loss Definition to Include Coverage Carvebacks for Liquidated Damages under the Age Discrimination in Employment, Equal Pay, and Family Medical Leave Acts, and Civil Penalties under the Foreign Corrupt Practices Act Endorsement
PDO-19052-0314	Amend Product Exclusion Endorsement - Security Holder Claim Carveback
PDO-19053-0119	Amend Insured Versus Insured And Outside Entity Exclusions Endorsement - Whistleblower Activity Clarification; Carvebacks For Creditor Committees, Former Directors and Employees, Claims Brought Outside The United States
<i>Specified Number of Years of Director, Officer or Trustee Service</i>	2
<i>Specified Number of Years of Employed Service</i>	2
PDO-19095-1118	False Advertising And Deceptive Marketing Exclusion Endorsement
PDO-19121-0122	Data And Privacy Exclusion With Side A And Security Holder Carveback Endorsement
PDO-7061-0109	Amend Definition of Insured Persons to Include Advisory Board Members Endorsement
PDO-7064-1013	Amend Definition Of Outside Entity To Include Any Non-Profit Or Specified Outside Entity Endorsement

#### CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

- 1 In what ways are you reducing your reliance on CDK software in the various facets of your business (admin, sales, etc) so that if a future event were to occur, your business would be more resilient?
- 2 Are Anderson Recon, LLC and Anderson Easley, LLC still active entities? Easley, LLC was not on the list but was PY and Recon wasn't on financials

**COMMISSION:** 0.00%

**Travelers Casualty and Surety Company of America**  
**QUOTE OPTION #2**

**LIABILITY COVERAGES:**

Coverage	Limit	Additional Defense Limit	Retention	Continuity Date	Prior & Pending Proceeding Date
<b>Private D&amp;O</b>	\$5,000,000	N/A	\$0 (A) \$100,000 (B) \$100,000 (C)	01/20/2014	01/20/2014
<b>EPL</b>	\$1,000,000	N/A	\$50,000 (A)	04/01/2023	04/01/2023
<b>EPL - Third Party Claim Coverage (Part of EPL Limit)</b>	\$1,000,000	N/A	\$50,000 (B)	04/01/2023	04/01/2023
<b>Fiduciary</b>	\$5,000,000	N/A	\$0 (A)	01/20/2014	01/20/2014

**CRIME COVERAGES:**

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
<b>A - Fidelity</b> 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	\$1,000,000 \$1,000,000 Not Covered	\$10,000 \$0	<b>F - Computer Crime</b> 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	\$1,000,000 Not Covered	\$10,000
<b>B - Forgery or Alteration</b>	\$1,000,000	\$10,000	<b>G - Funds Transfer Fraud</b>	\$1,000,000	\$10,000
<b>C - On Premises</b>	\$1,000,000	\$10,000	<b>H - Personal Accounts Protection</b> 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered Not Covered	
<b>D - In Transit</b>	\$1,000,000	\$10,000	<b>I - Claim Expense</b>	\$5,000	\$0
<b>E - Money Orders and Counterfeit Money</b>	\$1,000,000	\$10,000			

Insured's Premises Covered: Worldwide, except Not Applicable

**CYBER COVERAGE:**

Liability	Limit	Retention
<b>Privacy and Security</b>	\$5,000,000	\$100,000
<b>Payment Card Costs</b>	\$5,000,000	Subject to Privacy and Security Retention
<b>Media</b>	\$5,000,000	\$100,000
<b>Regulatory Proceedings</b>	\$5,000,000	\$100,000
Breach Response	Limit	Retention
<b>Privacy Breach Notification</b>	1,000,000 impacted parties	impacted parties threshold 100
<b>Computer and Legal Experts</b>	\$1,000,000 which is separate from the CyberRisk Aggregate Limit	\$5,000
<b>Betterment</b>	\$100,000	
<b>Cyber Extortion</b>	\$5,000,000	\$100,000
<b>Data Restoration</b>	\$5,000,000	\$100,000
<b>Public Relations</b>	\$5,000,000	\$100,000

Cyber Crime	Limit	Retention
Computer Fraud	\$250,000	\$25,000
Funds Transfer Fraud	\$250,000	\$25,000
Social Engineering Fraud	\$250,000	\$25,000
Telecom Fraud	\$250,000	\$25,000
Business Loss	Limit	Retention
Business Interruption	\$5,000,000	
Dependent Business Interruption	\$5,000,000	
Dependent Business Interruption - System Failure	\$5,000,000	
Dependent Business Interruption - Outsource Provider	\$5,000,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$5,000,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$5,000,000	

#### Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

**Knowledge Date:** March 01, 2020

**P&P Date:** March 01, 2020

**Retro Date:** N/A

**TOTAL ANNUAL PREMIUM - \$307,426.00**

(Other term options listed below, if available)

#### **COVERAGE DETAILS:**

Investigation Expense Limit of Liability:	\$250,000	for all Private Company Directors and Officers Liability <b>Claims</b>
Supplemental Personal Indemnification Coverage:	\$500,000	for all Private Company Directors and Officers Liability <b>Claims</b>
Settlement Program Limit of Liability:	\$200,000 for each <b>Settlement Program Notice</b> , which amount is included within, and not in addition to any applicable Fiduciary limit of liability	
Settlement Program Retention:	\$N/A Fiduciary retention for each <b>Settlement Program Notice</b> under Insuring Agreement B.	
HIPAA Limit of Liability:	\$1,000,000 which amount is included within, and not in addition to, any applicable Fiduciary limit of liability	

#### **LIMIT DETAIL:**

Shared Additional Defense Limit of Liability: N/A

Crime Policy Aggregate Limit of Insurance:	N/A
CyberRisk Policy Aggregate Limit:	\$5,000,000

**EXTENDED REPORTING PERIOD AND RUN-OFF:**

Extended Reporting Period for Liability Coverages and CyberCoverages:

Additional Premium Percentage:	75%
Additional Months:	12

Run-Off Extended Reporting Period for Liability Coverages and CyberCoverages:

Additional Premium Percentage:	N/A
Additional Months:	N/A

**CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:**

Duty to Defend

**ANNUAL REINSTATEMENT:**

Liability Coverage Limit of Liability:	N/A
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**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$307,426.00	\$0.00	\$0.00	\$307,426.00	\$307,426.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:**

ACF-2001-0222	Modular Declarations Page
AFE-16001-0119	General Conditions
CRI-3001-0109	Crime Policy Form
CYB-16001-0620	CyberRisk Coverage
CYB-16001-TOC-0620	CyberRisk Table of Contents
EPL-3001-0109	Employment Practices Liability Policy
FRI-3001-0109	Fiduciary Liability Policy
PDO-3001-0109	Private Company Directors and Officers Liability Policy

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:**

ACF-7006-0511	Removal of Short-Rate Cancellation Endorsement
ACF-7007-0811	Cross-Coverage Notice Endorsement
AFE-17019-0119	North Carolina Changes Endorsement
AFE-19015-0119	Add Specified Insured Entity Endorsement
AFE-19029-0719	Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920	Federal Terrorism Risk Insurance Act Disclosure Endorsement
CRI-19060-0713	Replace General Agreement E - Change of Control - Notice Requirements Endorsement
CRI-19072-0315	Global Coverage Compliance Endorsement – Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition
CRI-19085-0919	Social Engineering Fraud Insuring Agreement Endorsement
CRI-19101-1117	Amendatory Endorsement for Certain ERISA Considerations
CRI-19115-0519	Telecommunication Fraud Insuring Agreement Endorsement
CRI-19122-1120	Delete Exclusion For Prior Losses Involving Subsidiaries Endorsement
CRI-4016-0810	North Carolina Changes Endorsement
CRI-5034-0613	North Carolina Cancellation or Termination Endorsement

CRI-7028-1120	Additional Insureds Endorsement
CYB-19101-0119	Per Impacted Parties And Computer And Legal Expert Costs Endorsement
CYB-19102-0620	Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620	Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119	Conviction Reward Endorsement
CYB-19122-0519	Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519	Bricked Equipment Endorsement
EPL-10008-0111	Insured Person Redefined to Include Indemnified Independent Contractor Endorsement
EPL-19050-0316	Workplace Violence Expenses Endorsement
EPL-19063-0319	Immigration Claims Endorsement
EPL-7010-0109	Redlining Exclusion Endorsement
EPL-7060-0109	Wage and Hour Law Defense Expenses Limit of Liability Endorsement
FRI-19030-0712	Delete Workplace Misconduct Exclusion Endorsement
FRI-19065-1112	Amend Section III. Exclusion B.1. - Final Non-Appealable Adjudication in Any Proceeding Other Than A Proceeding Initiated by the Company Endorsement
FRI-19093-1015	Benefit Determination Appeals and Preliminary Investigations Endorsement
FRI-19103-0517	PPACA, Section 502(C), Section 507, and Section 4975 Civil Money Penalties Endorsement
<i>PPACA limit</i>	\$250,000
<i>502c limit</i>	\$250,000
<i>507 limit</i>	\$250,000
<i>4975 limit</i>	\$250,000
LIA-10001-0610	Settlement Condition Endorsement
<i>D&amp;O Private, D&amp;O NP, PPL Check Box (Y/N)</i>	Y
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>Frip Check Box (Y/N)</i>	Y
LIA-19002-1111	Advancement of the Retention Endorsement
<i>Frip Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>D&amp;O Private Included (Y/N)</i>	Y
LIA-19030-0712	Non-Rescindability and Non-Imputation Endorsement
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	Y
LIA-19083-0114	Lender Liability Exclusion Endorsement
<i>D&amp;O Private Included (Y/N)</i>	Y
LIA-19097-0315	Global Coverage Compliance Endorsement
LIA-19103-0315	Amend Definition of Named Insured Endorsement - Scheduled Entity
<i>FRI Included (Y/N)</i>	Y
<i>PDO Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
LIA-19109-0415	Amend Change of Control and Extended Reporting Period Conditions Endorsement
<i>EPL Included (Y/N)</i>	Y
<i>FRI Included (Y/N)</i>	Y
<i>PDO Included (Y/N)</i>	Y
LIA-19137-0517	Automatic Coverage for All Formed Subsidiaries and Acquired Subsidiaries with Assets not Exceeding 35% Endorsement
<i>PDO Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>FRI Included (Y/N)</i>	Y
LIA-3001-0109	Liability Coverage Terms and Conditions
LIA-4021-0214	North Carolina Changes Endorsement
LIA-5032-1107	North Carolina Cancellation and Nonrenewal Endorsement
LIA-7012-0109	Family Exclusion Endorsement
LIA-7058-0109	Addition of Antitrust Exclusion for Insuring Agreement C. Endorsement
LIA-7097-0109	Amend Number of Days for Electing Extended Reporting Period Endorsement

<i>D&amp;O Private Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	N
LIA-7116-0109	Amend Insured's Duties In Event of a Claim Condition Endorsement -- Replace Executive Officer Designation
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	Y
<i>Name or Title</i>	<i>CEO, CFO, HR Manager, Risk Manager, General Counsel or the functional equivalents thereof;</i>
LIA-7198-0110	Amend Subsidiary To Include Scheduled Entity(ies) Endorsement
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>EPL Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	Y
LIA-7305-0112	Increased Limit of Liability - Prior and Pending Proceeding and Continuity Dates Endorsement
<i>D&amp;O Private Included (Y/N)</i>	Y
<i>Frip Included (Y/N)</i>	Y
LIA-7330-0109	Initial Public Offering Exclusion (Broad) Endorsement
PDO-19004-0512	Crucial Event Management Coverage Endorsement
<i>Enter Percentage</i>	20
PDO-19006-0517	Extradition Coverage Endorsement
PDO-19009-0612	Express Contract Exclusion Endorsement
PDO-19018-0517	Amend Loss Definition to Include Coverage Carvebacks for Liquidated Damages under the Age Discrimination in Employment, Equal Pay, and Family Medical Leave Acts, and Civil Penalties under the Foreign Corrupt Practices Act Endorsement
PDO-19052-0314	Amend Product Exclusion Endorsement - Security Holder Claim Carveback
PDO-19053-0119	Amend Insured Versus Insured And Outside Entity Exclusions Endorsement - Whistleblower Activity Clarification; Carvebacks For Creditor Committees, Former Directors and Employees, Claims Brought Outside The United States
<i>Specified Number of Years of Director, Officer or Trustee Service</i>	2
<i>Specified Number of Years of Employed Service</i>	2
PDO-19095-1118	False Advertising And Deceptive Marketing Exclusion Endorsement
PDO-19121-0122	Data And Privacy Exclusion With Side A And Security Holder Carveback Endorsement
PDO-7061-0109	Amend Definition of Insured Persons to Include Advisory Board Members Endorsement
PDO-7064-1013	Amend Definition Of Outside Entity To Include Any Non-Profit Or Specified Outside Entity Endorsement

#### **CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:**

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

None

**COMMISSION:** 0.00%

**QUOTE NOTES:**

#### **NOTICES:**

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

### **Important Notice Regarding Compensation Disclosure**

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [http://www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

### **FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE**

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is 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 certain air carriers or vessels 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.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

#### **Coverage Disclaimer:**

**THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.**

**THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.**

#### **Affiliate (non-Subsidiary) Coverage Disclaimer:**

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the [travelers.com](http://travelers.com) website or contact your underwriter.