



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London (not incorporated).

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

The Assured is requested to read this certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

In the event of a **Claim** under this certificate, please notify the following correspondent:

Alliant Insurance Services, Inc.
4530 Walney Road
Suite 200
Chantilly, VA 20151

CERTIFICATE PROVISIONS

- 1. Signature Required.** This certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
- 2. Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any **Loss** or **Claim** whatsoever. The insurers hereunder are those individual Underwriters at Lloyd's London whose names can be ascertained as herein before set forth.
- 3. Cancellation.** If this certificate provides for cancellation and this certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- 4. Service of Suit.** It is agreed that in the event of the failure of the Underwriters hereon to pay any amount **Claimed** to be due hereunder, the Underwriters hereon, at the request of the **Specified Member**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in the item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.
 The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Specified Member** to give a written undertaking to the **Specified Member** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
 Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and Lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Specified Member** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.
- 5. Assignment.** This certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
- 6. Attached Conditions Incorporated.** This certificate is made and accepted subject to all provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered as incorporated herein.
- 7. Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table for Term of One Year

Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium	Days Insurance in Force	Per Cent of One Year Premium
-	1.....5%	66	69.....29%	154	156.....53%	256	260.....77%
-	2.....6	70	73.....30	157	160.....54	261	264.....78
3	4.....7	74	76.....31	161	164.....55	265	269.....79
5	6.....8	77	80.....32	165	167.....56	270	273 (9 mos.) 80
7	8.....9	81	83.....33	168	171.....57	274	278.....81
9	10.....10	84	87.....34	172	175.....58	279	282.....82
11	12.....11	88	91 (3 mos.) 35	176	178.....59	283	287.....83
13	14.....12	92	94.....36	179	182 (6 mos.) 60	288	291.....84
15	16.....13	95	98.....37	183	187.....61	292	296.....85
17	18.....14	99	102.....38	188	191.....62	297	301.....86
19	20.....15	103	105.....39	192	196.....63	302	305 (10 mos.) 87
21	22.....16	106	109.....40	197	200.....64	306	310.....88
23	25.....17	110	113.....41	201	205.....65	311	314.....89
26	29.....18	114	116.....42	206	209.....66	315	319.....90
30	32 (1 mo.) 19	117	120.....43	210	214 (7 mos.) 67	320	323.....91
33	36.....20	121	124 (4 mos.) 44	215	218.....68	324	328.....92
37	40.....21	125	127.....45	219	223.....69	329	332.....93
41	43.....22	128	131.....46	224	228.....70	333	337 (11 mos.) 94
44	47.....23	132	135.....47	229	232.....71	338	342.....95
48	51.....24	136	138.....48	233	237.....72	343	346.....96
52	54.....25	139	142.....49	238	241.....73	347	351.....97
55	58.....26	143	146.....50	242	246 (8 mos.) 74	352	355.....98
59	62 (2 mos.) 27	147	149.....51	247	250.....75	356	360.....99
63	65.....28	150	153 (5 mos.) 52	251	255.....76	361	365 (12 mos.) 100

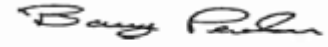
Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
 1. Determine full annual premium as for insurance written for a term of one year.
 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written
 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

12. Master Policyholder and Address:

American Translators Association (ATA) Risk Purchasing Group
225 Reinekers Lane, Suite 590
Alexandria, VA 22314

Date: 00 Month 20XX



Alliant Insurance Services, Inc.

SUMMARY PAGE

Special Endorsements:

Year 2000 Exclusion

NMA 2918 War and Terrorism Exclusion

NMA 1256 Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (USA)

NMA 1477 Radioactive Contamination Exclusion Clause – Liability – Direct

LSW 1001 Several Liability Clause

LMA3100 Sanction Limitation and Exclusion Clause

HIPAA HITECH Endorsement PG

Tower Endorsement

Application Form signed and dated 00 Month 20XX forms part of this policy.

Virginia

THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN INSURER APPROVED BY THE STATE CORPORATION COMMISSION FOR ISSUANCE OF SURPLUS LINES INSURANCE IN THIS COMMONWEALTH, BUT NOT LICENSED OR REGULATED BY THE STATE CORPORATION COMMISSION OF THE COMMONWEALTH OF VIRGINIA. THEREFORE YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (SECTION 38.2-1600 et seq.) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU.

Surplus Lines Broker Name: Alliant Insurance Services, Inc.

Address of the Licensee: P.O. Box 120670
San Diego, CA 92112-0670

License Number: 105426

Surplus Lines Premium: \$

Agency Fee: \$100

Surplus Lines Tax: \$

Assessment Fee: \$

This Master Policy ("Policy") is issued in accordance with the limited authorization granted under Contract to the Correspondent by certain Underwriters at Lloyd's, London, whose names and proportions underwritten by them can be ascertained by reference to the said Contract which bears the Seal of the Lloyd's Policy Signing Office and is on file in the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified in the Declarations issued to the members of the American Translators Association (ATA) Risk Purchasing Group by endorsement hereon, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

TRANSLATORS PROFESSIONAL LIABILITY INSURANCE
issued to the
AMERICAN TRANSLATORS ASSOCIATION (ATA) PURCHASING GROUP
And
SPECIFIED MEMBERS OF THE AMERICAN
TRANSLATORS ASSOCIATION
(This Insurance is a Claims Made Policy)

Whereas the American Translators Association (ATA) Risk Purchasing Group (hereinafter called "ASSOCIATION") is a duly organized not-for-profit corporation with administrative offices in Virginia and the American Translators Association (hereinafter called "ATA") and each individual, firm, or corporation specified by endorsement hereon is a member of both the ASSOCIATION and ATA and has made a written application to Underwriters to participate in the insurance provided herein, which application contains statements that are the basis for this insurance, Underwriters, in consideration of the premium charged, agree to insure the said ASSOCIATION, ATA and Specified Members subject to the terms, conditions, limits and exclusions stated herein.

Underwriters do hereby agree with the Specified Member that in consideration of the payment of the premium stated in the Evidence of Insurance and the promise to pay the deductible as described herein, and in reliance upon the statements in the application and subject to the limit of liability of the insurance as set forth in the Evidence of Insurance and as defined herein, and the exclusions, conditions and other terms of the Policy, as follows:

I. COVERAGE

a. Coverage-Payment and Claims Made Provision

To pay on behalf of the **Specified Member** any **Loss** and **Claim Expenses** in excess of the Deductible amount and subject to the applicable Limit of Liability as the **Specified Member** shall become legally obligated to pay for **Claim** or **Claims** first made against the **Specified Member** during the **Period of Insurance** by reason of any **Wrongful Act** by an **Specified Member**, or by any person or subcontractor of the Named **Specified Member** for whose errors, omissions or breaches of duty the **Specified Member** is legally responsible, provided always that the **Specified Member** had no knowledge of such **Wrongful Act** prior to the Inception Date of this Certificate and further provided that such **Wrongful Act** took place subsequent to the Retroactive Date, if any, set forth in Item 7 of the Evidence of Insurance.

b. Defense of the Specified Member

To defend any **Claims** that are insured hereunder and pay **Claims Expenses** in excess of the deductible even if the allegations are false and fraudulent.

II. DEFINITIONS

Whenever used in this insurance, the following terms or words are defined as follows:

a) Period of Insurance

"**Period of Insurance**" shall mean the period from the Inception Date of this insurance to its Expiration Date as set forth in Item 2 of the Evidence of Insurance or its earlier termination date, if any.

b) Specified Member

"**Specified Member**" or "**Specified Members**" shall mean:

- 1) The **Specified Member** as designated in Item 1 of the Evidence of Insurance;
- 2) Any partner, executive officer, director or employee of the **Specified Member** while acting within the scope of their duties on behalf of the **Specified Member**;
- 3) Any former partner, executive officer, director or employee of the **Specified Member** while acting within the scope of their duties on behalf of the **Specified Member**;
- 4) The estate, the heirs, assigns or legal representatives in the event of death or incompetency of any individual **Specified Member** under this insurance.
- 5) the Master Policyholder, but only to the extent coverage is afforded pursuant to Section **VIII Conditions p)** of this Insurance

c) Claim

"**Claim**" shall mean a demand received by the **Specified Member** for compensation of damages, including the service of suit or institution of arbitration proceedings against the **Specified Member**.

d) Loss

"**Loss**" shall mean a monetary judgement award or settlement for damages including an award by a court of reasonable attorney's fees and costs to a party making **Claim**, but does not include fines, penalties or any matter uninsurable under the Law pursuant to which this insurance will be construed, nor the return of fees or charges for the services rendered or to be rendered.

e) Wrongful Act

"**Wrongful Act**" shall mean any negligent act, error or omission in rendering or failing to render professional services in the business of Translating and/or Interpreting including, but not limited to, the editing, typesetting, desk top publishing, printing and proof-reading of a document, and computer software localization, which the **Specified Member** has translated from one language to another and shall include "Personal Injury" as defined in this insurance in connection with the performance by the **Specified Member** of such professional services.

f) Claims Expenses

"**Claim Expenses**" shall mean (1) fees charged by an attorney designated by Underwriters with the consent of the **Specified Member**, which consent shall not be unreasonably withheld, and (2) all other fees, costs or expenses incurred in the investigation, adjustment, defense and appeal of a **Claim** if incurred by Underwriters or an attorney designated by Underwriters, or by the **Specified Member** with the written consent of Underwriters. However, "**Claim Expenses**" does not include salary charges of regular employees or officials of Underwriters nor salary or wages of the **Specified Member**, nor any fees, costs, or expenses incurred with respect to any criminal proceedings or actions against a **Specified Member**.

g) Personal Injury

"**Personal Injury**" shall mean the following:

- 1) libel, slander, or defamation;
- 2) invasion of privacy;
- 3) false arrest, imprisonment, detention or imprisonment;
- 4) wrongful entry, eviction or other invasion of private occupancy;
- 5) malicious prosecution.

III. CLAIMS MADE EXTENSION CLAUSE

If during the **Period of Insurance**, the **Specified Member** first becomes aware of any specific and identifiable **Wrongful Act** and during the **Period of Insurance** gives written notice to Underwriters of:

- a) the specific **Wrongful Act**; and
- b) the damage which has or may result from such **Wrongful Act**; and
- c) the circumstances by which the **Specified Member** first became aware of such **Wrongful Act**:

then any **Claim** that is subsequently made against the **Specified Member** arising out of such **Wrongful Act** shall be deemed for the purposes of this insurance to have been made against the **Specified Member** during the **Period of Insurance**.

IV. EXCLUSIONS

This insurance does not apply either directly or indirectly to any **Claim** and **Claim Expenses**

- a) Based upon or arising out of any dishonest, criminal, fraudulent, malicious or intentional **Wrongful Acts**, errors or omissions committed by or at the direction of the **Specified Member**, HOWEVER this exclusion shall not apply to the providing by Underwriters of a defense to Claims for Personal Injury arising from the performance by the **Specified Member** of professional services as a Translator or Interpreter, nor to any Damages payable as to such Claims unless there has been a judgment or other final adjudication adverse to the **Specified Member** which establishes that the Wrongful Act was in fact dishonest, fraudulent, criminal, or deliberately wrongful. Any dishonest, fraudulent, criminal, or deliberately Wrongful Act of one **Specified Member** shall not be imputed to any other **Specified Member** for the purpose of determining the applicability of the Exclusion.
- b) For liability arising out of the **Specified Member's** services and/or capacity as:
 - 1) an officer, director, partner, trustee, or employee of a business enterprise not named in the Declaration or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust;
 - 2) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, or any other employee benefit plan.
- c) Made by any business enterprise that is operated, managed or owned in whole or in part, by the Named **Specified Member** or its parent company or any affiliated, subsidiary or associate company.
- d) Arising out of infringement of patent, copyright or trademark.
- e) For bodily injury, sickness, disease or death of any person, or for emotional distress, mental anguish, or other similar injury or damage: or destruction of any tangible property, however, this exclusion shall not apply to the bodily injury or destruction of any tangible property, including the **Loss** of use thereof as a direct result of a covered **Wrongful Act**.
- f) Based upon or arising out of discrimination with respect to a violation of any municipal, State or Federal Civil Rights law, regulation or ordinance.
- g) Based upon or arising out of a violation or alleged violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended or any state Blue Sky or securities law or similar state of federal statute and any regulation or order issued pursuant to any of the foregoing statutes, unless endorsed hereon.
- h) For the liability of others assumed by the **Specified Member** under any oral or written contract or agreement, unless such liability would have attached to the **Specified Member** even in the absence of such agreement.
- i) Based upon the **Specified Member's** failure to procure or maintain adequate insurance or bonds; any **Claim** arising out of the **Specified Member's** failure to comply with any law with respect to the **Specified Member's** employees concerning Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits or any similar law.
- j) Based upon the Employee Retirement Income Security Act of 1974 or similar provisions of any Federal, State or local statutory law or common law.
- k) For actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq., and any amendments thereto, or any rules or regulations promulgated thereunder.
- l) Based upon assertions, allegations, causes of action or demands whatsoever by or on behalf of an **Specified Member** or **Specified Members** under this insurance against another **Specified Member** or **Specified Members** hereunder.
- m) Based upon the actual or alleged performance or the failure to perform by the **Specified Member** of any professional services as an attorney, or the actual or alleged performance or failure to perform any professional services as an attorney by any person or entity retained or employed by the **Specified Members**.
- n) Due to, based upon or arising out of, directly or indirectly, resulting from or in consequence of, or in any way involving seepage, pollution or contamination of any kind.

V. WAIVER OF EXCLUSIONS AND CONDITIONS

Whenever coverage under any provision of this insurance would be excluded, suspended or lost;

- a) because of any exclusion relating to dishonest, criminal, fraudulent, malicious or intentional **Wrongful Acts** or omissions by an **Specified Member** and with respect to which any other **Specified Member** did not personally participate or personally acquiesce or remain passive after having personal knowledge thereof; or
- b) because of non-compliance with any condition relating to giving of notice to Underwriters with respect to which any other **Specified Member** shall be in default, solely because of the default or concealment of the default by any other **Specified Member** responsible for the **Loss** or damage otherwise **Specified Member** hereunder;

Underwriters agree that such insurance as would otherwise be afforded under this insurance shall continue in effect with respect to each and every **Specified Member** who did not personally commit or personally acquiesce in or remain passive after having personal knowledge of one or more of the acts or omissions described in any such exclusion or condition; provided that if the condition be one with which such **Specified Member** can comply, after receiving knowledge thereof, the **Specified Member** entitled to the benefit of this Waiver of Exclusions and Conditions shall comply with such condition promptly after obtaining knowledge of the failure of any other **Specified Member** or employee to comply therewith.

VI. LIMITS OF LIABILITY

a) Deductible

The deductible amount stated in the Declaration shall be paid by the **Specified Member** and shall apply to each **Claim** and shall include **Claim Expenses**.

b) Multiple Claims

One or more **Claims** based upon or arising out of the same **Wrongful Act** or interrelated **Wrongful Acts** by one or more of the **Specified Members** shall be considered a single **Claim**

c) Limit of Liability

Subject to the foregoing, Underwriters' total liability for **Loss** including **Claim Expenses** resulting from all **Claims** first made against the **Specified Member** during the **Period of Insurance** shall not exceed the amount stated in the Declaration as "Limit of Liability," regardless of the time when such payment is made. The inclusion of more than one **Specified Member** hereunder shall not operate to either increase the amount of the applicable deductible nor the amount of Underwriters' limit of liability. The limit of liability shall be excess of the deductible amount.

d) Exhaustion of Limits of Liability

Underwriters will not be liable to pay any **Loss** or **Claim Expenses** or continue the defense of any **Claim**, after the Limit of Liability has been exhausted.

e) Allocation of Claim Expenses

In the event that any portion of a **Claim** does not come within the coverage afforded by this insurance, Underwriters shall be entitled to an allocation of **Claim Expenses** incurred on behalf of the **Specified Member** based upon the ratio of the number of counts, causes of action or allegations for which coverage is afforded under this insurance as compared to the number of such counts, causes of action or allegations which are not within the scope of coverage. Underwriters shall not be required or obligated to pay that portion of **Claim Expenses** allocated to those counts, causes of action, or allegations which are not within the scope of coverage herein.

VII. TERRITORY

The insurance afforded applies worldwide, provided that suit is brought or **Claim** is made within the United States, its territories and possessions or Canada.

VIII. CONDITIONS

a) Specified Member's Duties In the Event of Claim, Arbitration or Suit

- 1) In the event of any **Claim** made against the **Specified Member**, written notice containing particulars sufficient to identify the **Specified Member** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and any available witnesses, shall be given by or for the **Specified Member** to the firm named on Item 9 of the Declaration as soon as practicable.

- 2) If arbitration proceedings are instituted or suit is brought against the **Specified Member**, the **Specified Member** shall immediately forward to the firm named in Item 9 of the Declaration every demand, notice, summons or other process received by him or his representative.

b) Assistance and Cooperation of the Specified Member

The **Specified Member** shall cooperate with Underwriters and their representatives and upon Underwriters' request shall submit to examination and interrogation by a representative of Underwriters, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the giving of a written statement or statements to Underwriters' representatives and meeting with such representatives for the purpose of investigation and/or defense, all without charge to Underwriters. The **Specified Member** shall further cooperate with Underwriters and do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment which the **Specified Member** may have. The **Specified Member** shall not, except at their own cost, make any payment, admit any liability, settle any **Claims**, assume any obligation or incur any expense without the written consent of Underwriters.

c) Settlement of Claim

Underwriters shall not settle any **Claim** without the consent of the **Specified Member**. If, however, the **Specified Member** shall refuse to consent to any settlement recommended by Underwriters and shall elect to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then Underwriters' liability for the **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus **Claim Expenses** incurred up to the date of such refusal. Such amounts are subject to the provisions of Clause VI, Limits of Liability.

d) Audit

Underwriters may examine and audit the **Specified Member's** books and records at any time during the **Period of Insurance** and after the final termination of this insurance, as far as they relate to the subject matter of this insurance.

e) Subrogation

In the event of any **Claim** or payment under this insurance, Underwriters shall be subrogated to the extent of such payment to all rights of recovery therefore, and the **Specified Member** shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable Underwriters to effectively bring suit in the name of the **Specified Member**. The **Specified Member** shall do nothing after **Claim** is made against them to prejudice such rights. Any recovery shall first be paid to Underwriters to the extent of any **Loss** or **Claim Expenses** paid by Underwriters with the balance paid to the **Specified Member**. However, no subrogation shall be had against any **Specified Member** unless such **Specified Member** is excluded from coverage by reason of Exclusion IV(a).

f) Other Insurance

This insurance shall be excess insurance over any other valid and collectable insurance available to the **Specified Member** whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the limit of liability provided in this insurance.

g) Cancellation

This insurance may be canceled by the **Specified Member set forth in Item 1 of the Evidence of Insurance** by surrender thereof to Underwriters or by mailing written notice stating when thereafter such cancellation shall be effective. If cancelled by the **Specified Member**, Underwriters shall retain the earned portion of the premium and return the unearned portion to the Named **Specified Member**. This insurance may also be cancelled, with or without the return by tender of the unearned premium by or on behalf of Underwriters by delivering to the **Specified Member** at the address set forth in Item 1 of the Evidence of Insurance or by sending to the Named **Specified Member** by mail, registered or unregistered at the address set forth in Item 1 of the Evidence of Insurance not less than thirty (30) days [or ten (10) days in the event of non-payment of premium] written notice stating when the cancellation shall be effective, and in such case Underwriters shall refund the paid premium less the earned portion thereof on demand. For the purpose of this insurance, notice of cancellation given to the **Specified Member** by Underwriters or given to the Underwriters by the **Specified Member** pursuant to this paragraph shall be deemed to be notice to all **Specified Members** hereunder.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

h) Extension of Certificate Period

In the event of cancellation or non-renewal of this insurance in its entirety by Underwriters, this insurance may be extended for a period of a year, for an additional premium to be determined, for **Claims** first made against the **Specified Member** during the said extension period provided:

- 1) The **Wrongful Act** giving rise to such **Claim** is committed or alleged to have been committed prior to the effective date of the cancellation or the original expiry date, whichever is applicable, and which would be otherwise **Specified Member** by this insurance; and
- 2) Written notice of the exercise of this option is given by the Named **Specified Member** in Item 1 of the Declaration to Underwriters within ten (10) days after the effective date of cancellation or non-renewal; and
- 3) Such additional period shall be deemed part of the expiring **Period of Insurance** and not an addition thereto; and
- 4) For purposes of such additional period, coverage shall be applicable only with respect to **Claims** first made against the **Specified Member** during such additional period. The provisions of Clause III of this insurance shall not be applicable to such additional period; and the quotation of a renewal premium higher than the expiring premium or a change in other terms or conditions shall not be deemed to be a cancellation or non-renewal by Underwriters.

i) Action Against Underwriters

No action shall lie against Underwriters unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this insurance, nor until the amount of the **Specified Member's** obligation to pay shall have been finally determined either by judgment against the **Specified Member** after actual trial or by written agreement of the **Specified Member**, the **Claimant** and Underwriters.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this insurance to the extent of the insurance afforded by this insurance. No person or organization shall have any right under this insurance to join Underwriters as a party to any action against the **Specified Member** to determine the **Specified Member's** liability, nor shall Underwriters be impleaded by the **Specified Member** or his legal representative. Bankruptcy or insolvency of the **Specified Member** or of the **Specified Member's** estate shall not relieve Underwriters of any of their obligations hereunder.

j) Assignment

No assignment of interest under this insurance shall bind Underwriters unless their prior written consent is endorsed hereon.

k) Changes

Notice to or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this insurance nor stop Underwriters from asserting any rights under the terms of this insurance, nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance, signed by an authorized representative of Underwriters.

l) Application

By acceptance of this insurance, the **Specified Members** agree that the statements in the application are personal representations, that they shall be deemed material and that this insurance is issued in reliance upon the truth of such representations and that this insurance embodies all agreements existing between the **Specified Members** and Underwriters or any of their agents relating to this insurance.

m) False or Fraudulent Claims

If any **Specified Member** shall commit fraud in proffering any **Claim** as regards amount or otherwise, this insurance shall become void as to such **Specified Member** from the date such fraudulent **Claim** is proffered.

n) Service of Suit

It is agreed that in the event of the failure of Underwriters hereon to pay any amount Claimed to be due hereunder, Underwriters hereon at the request of the **Specified Member**, will submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Wilson, Elser, Moskowitz, Edelman & Dicker, 150 East 42nd Street, New York, New York 10017, USA. and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of an Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **Specified Member** to give a written undertaking to the **Specified Member** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Specified Member** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the firm to whom the said officer is authorized to mail such process or a true copy thereof.

o) Currency

It is understood and agreed that all amounts used herein are in United States Currency, and that premium shall be paid and all **Losses** shall be adjusted and paid in United States Currency.

- p) Neither the Association specified in Item 11 of the Evidence of Insurance nor the American Translators Association (ATA) Risk Purchasing Group, as the **Master Policyholder** specified in Item 12. of the Evidence of Insurance, shall have the right of indemnity or defense hereunder except as an Additional Insured for **Claims** arising out of any **Wrongful Act** committed or alleged to have been committed by a **Specified Member** as defined in DEFINITIONS b 1), 2) and 3) which arises solely out of the conduct of the **Specified Member** (as defined in DEFINITIONS b 1), 2) and 3) in performing services as a Translator.

YEAR 2000 Exclusion

Exclusions IV. has been amended. This policy does not cover any **Loss**, damage, cost, **Claim** or expense, whether preventative or otherwise, of any nature whatsoever, directly or indirectly caused by or related to:

- a.) the calculation, comparison, sequencing, or processing of data involving the date change prior, during or after the Year 2000, or any other date change including leap year calculations, by any computer system, hardware program or software and/or any microchip, integrated circuit or similar device in any computer related equipment such as calculators, microcontrollers, personal digital assistants and like equipment, whether the property of the **Specified Member** or not; or

- b.) any change or modification involving the date change prior, during and after the year 2000, or any other date change including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in any computer equipment, such as calculators, microcontrollers, personal digital assistants and like equipment.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes **Loss**, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes **Loss**, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any **Loss**, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01

NMA2918

NUCLEAR INCIDENT EXCLUSION CLAUSE- LIABILITY-DIRECT (BROAD) (U.S.A.)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:

(a) with respect to which an Specified Member under the Policy is also an Specified Member under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Specified Member under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Specified Member is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an Specified Member or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Specified Member; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an Specified Member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Specified Member at the premises where such equipment or device is located

consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60
NMA1256

U.S.A.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE — LIABILITY —
DIRECT**

(Approved by Lloyds' Underwriters' Non-Marine Association)

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause —Liability — Direct) to liability insurances
affording worldwide coverage.*

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel; or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
N.M.A.1477

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (Insurance)

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

Specified Member:

Period of Insurance:

Amendatory Endorsement Effective Date:

Attaching to and forming part of Certificate#:

HIPAA/HITECH Endorsement

It is understood and agreed that, in consideration for the premium charged and notwithstanding the definition of **Loss**, the Underwriters agree, subject to the aggregate limit of liability and the per **Claim** deductible set forth below and to all other coverage considerations, to pay the following if based on violations and breaches of the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and/or the regulations promulgated under said statutes relating to Protected Health Information (“PHI”) and electronic Protected Health Information (“ePHI”) , but only if such violations or breaches arise from a **Wrongful Act** committed or alleged to have been committed by the **Specified Member**, or from the handling of PHI and ePHI of the **Specified Member’s** own personnel:

1. those fines and penalties specified in HIPAA and HITECH as assessed against the **Specified Member**, or assessed against third parties who make claim on the **Specified Member** for indemnification or contribution for such fines or penalties; and
2. those costs incurred in complying with notification, record keeping and audit requirements under HIPAA and HITECH after discovery of breaches or violations of HIPAA and/or HITECH and as required by the United States Department of Health and Human Services pursuant to said statutes and/or the regulations promulgated thereunder, or as required of the **Specified Member** pursuant to the terms of a written Business Associate Contract entered into by the **Specified Member** with respect to the rendering or failure to render professional services in the business of Translating and/or Interpreting for others, giving rise to the violations or breaches.

For purposes of this endorsement only, the definition of **Claim** shall be amended to read as follows:

3. **Claim:** The unqualified word “**Claim**” whenever used in this Policy shall mean a written demand for money or services, including the service of suit upon the **Specified Member** or the institution of arbitration proceedings against the **Specified Member** and shall also include the notice of investigation, audit and/or assessment of fines or penalties by the United States Department of Health and Human Services in connection with violations of or breaches under HIPAA and/or HITECH.

The coverage set forth above shall be subject to an aggregate limit of liability and the per **Claim** deductible as stated below regarding all **Claims** for, based upon, or arising out of violations and/or breaches by the **Specified Member** of the privacy and security provisions of HIPAA and HITECH and the regulations promulgated thereunder arising from a **Wrongful Act** committed or alleged to have been committed by the **Specified Member**, which aggregate limit of liability shall be part of and not in addition to the aggregate limits of liability set forth in the Evidence of Insurance.

Aggregate Limit of Liability and Per Claim Deductible Under This Endorsement

Aggregate Limit of Liability for all Claims :	<u>\$10,000</u>
Deductible per Claim , including Loss and Claim Expenses:	<u>\$xxx</u>

All other terms and conditions remain unchanged.

Attaching to and forming part of Certificate Number

Amendatory Title **HIPAA HITECH Endorsement PG**

(HIPAA/HITECH-ATA PG)



Alliant Insurance Services, Inc.

BY: _____

TOWER ENDORSEMENT

It is hereby understood and agreed that, in consideration for the premium charged and subject to all other coverage considerations, the following additional coverages are added to the Policy to which this Endorsement is attached, provided however that the limits of indemnity set forth in each of the coverages is the most **We** will pay under each of such coverages and the most **We** will pay in the aggregate for all coverages set forth in this Endorsement is \$30,000, which aggregate limit of indemnity is included within and is not in addition to the aggregate limit of liability for all coverages set forth in Item 4.F of the Evidence of Insurance. above:

A. Contractual Travel Indemnity Cover

Subject to the limits of indemnity set forth below, **We** will indemnify the **Specified Member** for the **Contractual Financial Obligation** the **Specified Member** becomes obligated to pay to an officer, director, or, employee in excess of any other insurance coverage, contribution, or indemnification available to the **Specified Member** and/or to the officer, director, or employee, where such obligation is based on or arises out of any written contract or manual requiring the **Specified Member** to indemnify the officer, director, or employee for **Injury** or **Accidental Death** sustained while traveling on a common carrier for **Your** business during the policy period.

For the purposes of the **Contractual Travel Indemnity Cover** set forth above:

Accidental Death means the loss of life due to physical injury to an officer, director, or employee of the **Specified Member** caused by violence, fracture, or an accident occurring while traveling on a common carrier for **Your** business during the policy period, provided that the loss of life takes place no later than one hundred eighty (180) days after the expiration date or the effective date of cancellation of the Policy.

Injury means:

1. Physical damage to the body caused by violence, fracture, or an accident;
2. Accidental loss of limbs or multiple fingers;
3. **Permanent** total loss of sight, speech or hearing caused by violence, fracture, or an accident.

Contractual Financial Obligation means a sum that the **Specified Member** is required to pay to satisfy its obligations under a written contract or manual which has a binding effect on the **Specified Member**.

Permanent means lasting more than 12 months and at the end of that time being without prospect of improvement.

The limit of indemnity for this Contractual Travel Indemnity Cover is **\$25,000** for all **Contractual Financial Obligation** combined for the **Policy Period**. No deductible applies to this **Contractual Travel Indemnity Cover**.

No coverage shall be afforded and no amounts shall be payable pursuant to the **Contractual Travel Indemnity Cover** if the cause of the **Injury** or **Accidental Death** was:

1. An intentional act by or at the direction of the **Specified Member**;
2. An act of suicide or attempted suicide;
3. An act of war or Act of Terrorism as defined in Section C. below; or
4. Any disease process, whether sudden, slow, or degenerative.

B. Loss of Key Individual Replacement Expenses

We will indemnify the **Specified Member** for its **Ascertained Net Loss** up to the limit of indemnity set forth below if the Chief Executive Officer of the **Specified Member** suffers an accidental injury during the policy period which results in the death of the Chief Executive Officer during the policy period. No deductible applies to this coverage.

For the purposes of the **Loss of Key Individual Replacement Expenses** coverage set forth above:

Ascertained Net Loss means additional irrecoverable **Replacement Expenses** directly incurred by the **Specified Member** independently of any other cause less any savings the **Specified Member** is able to obtain in mitigation of the loss.

Replacement Expenses means:

1. Costs of advertising the employment position opening;
2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up and employment contract.

The aggregate limit of indemnity for this **Loss of Key Individual Replacement Expenses** coverage is **\$5,000** for all **Ascertained Net Loss** for the **Policy Period**. No deductible applies to this **Loss of Key Individual Replacement Expenses** coverage .

C. Terrorism Travel Reimbursement

We will, subject to the limit of indemnity set forth below, indemnify the **Specified Member** for the **Specified Member's** obligation to reimburse any present director or officer for **Emergency Travel Expenses** incurred by such director or officer during the policy period as the result of an **Act of Terrorism** taking place during the policy period. The aggregate limit of indemnity for this coverage is **\$25,000** for all **Emergency Travel Expenses** incurred by all such directors and officers for the **Policy Period**. No deductible applies to this coverage.

For the purposes of the **Terrorism Travel Reimbursement** coverage set forth above:

Act of Terrorism means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. An **Act of Terrorism** can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of an **Act of Terrorism** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

Notwithstanding the above, **We** will not indemnify the **Specified Member** for any **Emergency Travel Expenses** arising out of or attributable to an **Act of Terrorism** involving the use or release, or the threat of use or release of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).

Emergency Travel Expenses mean:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of an **Act of Terrorism**; and
2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to an **Act of Terrorism**;

D. Travel Delay Reimbursement

We will, subject to the limit of indemnity set forth below, indemnify the **Specified Member** for its obligation to reimburse any present Chief Executive Officer of the **Specified Member** for

any **Non-Reimbursable Travel Delay Expenses** the Chief Executive Officer incurs as a result of the cancellation of any regularly scheduled business travel on a common carrier. The aggregate limit of indemnity for this coverage is \$1,500 for all **Non-Reimbursable Travel Delay Expenses** incurred by all Chief Executive Officers during the policy period.

For the purposes of the **Travel Delay Reimbursement** coverage set forth above:

Non-Reimbursable Travel Delay Expenses means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, which are not otherwise reimbursable by the carrier or any other, entity or insurer and for which the Chief Executive Officer produces a receipt:

1. Meals and lodging;
2. Alternative transportation;
3. Clothing and necessary toiletries; and
4. Emergency prescription and non-prescription drug expenses.

No coverage shall be afforded and no amounts shall be payable pursuant to the **Travel Delay Reimbursement** if the cancellation is as a direct result of an **Act of Terrorism**.

E. Reimbursement for Bodily Injury and Property Damage to Personal Property due to Assault

We will, subject to the limit of indemnity set forth below, reimburse the **Specified Member** for those amounts the **Specified Member** becomes obligated to pay to an officer, director, or employee of the **Specified Member** for medical expenses as to **Bodily Injury** and **Property Damage** to the **Personal Property** of such officer, director, or employee sustained as a result of a physical assault on the officer, director, or employee taking place during the policy period at the **Premises** of the **Specified Member**, or while the officer, director, or employee is traveling to or from the **Premises** of the **Specified Member**, and which assault is reported to **Us** within forty-eight (48) hours after the assault took place.

For the purposes of the Reimbursement for the **Bodily Injury** and **Property Damage to Personal Property** due to Assault coverage set forth above:

Bodily Injury means bodily injury, sickness or disease, mental anguish, psychological injury or emotional distress sustained by any officer, director, or employee of the **Specified Member**, which occurs during the **Policy Period**, including death arising directly from any of these at any time.

Premises means the physical premises owned, leased, or rented by the **Specified Member** for the conducting of its business.

The aggregate limit of indemnity payable to all directors, officers and employees of the **Specified Member** as a result of all such physical assaults taking place during the Policy Period for all **Bodily Injury** due to Assault is **\$10,000** and the aggregate limit of indemnity for all **Property Damage to Personal Property** due to Assault is **\$2,000**. No deductible applies to this coverage.

F. Conference Cancellation Costs Reimbursement

We will, subject to the limit of indemnity set forth below, reimburse the **Specified Member** for **Conference Cancellation Costs** incurred and paid by the **Specified Member** and not otherwise reimbursed, for a canceled conference that an employee of the **Specified Member** was scheduled to attend during the policy period at the request and on the business of the **Specified Member**, but this coverage shall only be afforded if:

1. the cancellation was due directly to a "natural catastrophe" or a "communicable disease" outbreak that forces the cancellation of the conference; and

2. the employee registered for the conference at least thirty (30) days prior to the cancellation; and
3. The cancellation was ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

For purposes of the **Conference Cancellations Costs Reimbursement** coverage set forth in 2. above;

Conference Cancellation Costs means:

1. Deposits for hotel, airline, rental car and other similar charges that were forfeited as a result of the cancellation;
2. Registration fees and charges for such conferences that were forfeited as a result of the cancellation;
3. Any other deposits, prepayments, or charges incurred by the employee of the **Specified Member** as a result of such cancellation, including but not limited to baby sitters, day care and fees for suspension of services, but only if such amounts would otherwise be reimbursable by the **Specified Member**.

The aggregate limit of indemnity for this **Conference Cancellation Cost Reimbursement** coverage is **\$1,000** for all business-related conference expenses incurred for all cancelled conferences at which the employees of the **Specified Member** were to attend during the policy period. No deductible applies to this coverage.

G. Temporary Meeting Space Reimbursement and Emergency Real Estate Consulting Fee
We will, subject to the limit of indemnity set forth below, reimburse the **Specified Member** for

1. The cost of rental of meeting space necessitated by the temporary unavailability for up to one week of the insured's primary location due to the failure of a climate control system, or leakage of a hot water heater during the policy period, but this coverage shall only apply if the scheduled meeting was with parties who are not insured under this policy. The aggregate limit of indemnity for this coverage is **\$10,000** for all costs of rental of meeting space as to all instances of temporary unavailability of the **Specified Member's** primary location during the policy period. No deductible applies to this coverage.
2. Reasonable realtor's fee or real estate consultant's fee incurred due to the need of the **Specified Member** to relocate its primary place of business from the principal location set forth in the Declarations as a direct result of the **Unforeseeable Destruction** of the **Specified Member's** primary location during the policy period. The aggregate limit of insurance for this coverage is **\$5,000** for all reasonable realtor's fees and real estate consultant's fees incurred by the **Specified Member** due to all **Unforeseen Destructions** of the principal location of the **Specified Member** during the policy period. No deductible applies to this coverage.

For purposes of the **Emergency Real Estate Consulting Fee** coverage set forth in 2. above:

Unforeseeable Destruction means the accidental and unpredictable destruction, or the long term or permanent rendering as unusable and uninhabitable for any purposes, of the principal location of the **Specified Member**. **Unforeseeable Destruction** shall not include any destruction or the rendering as unusable or uninhabitable of the principal location of the **Specified Member** as a result of any intentional or grossly negligent acts of the **Specified Member** or its officers, directors, or employees, nor due to any nuclear incident, accident, war, **Act of Terrorism** or other nuclear event. The term "long term" shall mean for the purposes of this definition any period longer than six months.

H. Identity Theft Expense

We will, subject to the limits of indemnity set forth below, reimburse the **Specified Member** for **Identity Theft Expense** the **Specified Member** becomes obligated to pay to its directors, officer, or employees as a result of any **Identity Theft** committed against such directors, officers, or employees while they were acting in their positions and on behalf of the **Specified Member**, provided such **Identity Theft** (1) is first discovered by the **Specified Member** or its officers, directors or employees and is reported to **Us** as soon as practicable during the policy period, but in no event later than ten (10) days of the discovery by the **Specified Member** of the **Identity Theft** and (2) the **Identity Theft** took place subsequent to the effective date of the **Specified Member's** first policy with **Us**.

For purposes of the **Identity Theft Expense** coverage set forth above:

Identity Theft means the acquisition by fraud or other means of the private identifying information for the **Specified Member's** officers, directors, or employees and the use of such identifying information for financial gain or other purposes.

Identity Theft Expense means those expenses incurred as a direct result of **Identity Theft** for the following:

1. the cost of obtaining up to twelve (12) credit reports obtained within twelve (12) months of the discovery of the **Identity Theft** for purposes of determining and restoring credit ratings;
2. fees incurred in reapplying for loans, grants and other credit vehicles that were rejected solely as a result of the **Identity Theft** to which this Endorsement applies;
3. costs incurred in reporting the **Identity Theft** to applicable authorities, agencies, creditors, stores and other persons and entities, including telephone charges, postage, notarization fees, local travel expenses if personal appearance is required and duplication costs;
4. actual wages lost by the officer, director, or employee as a result of time away from work reasonably and necessarily required to take steps in order to correct and repair the results of the **Identity Theft**, including reimbursement for lost paid vacation and personal days used to take such steps;
5. fees and costs charged by an attorney retained by the officer, director, or employee with **Our** approval for purposes of defending any action or removing any judgment or award resulting directly from the **Identity Theft**; and
6. The cost of replacing any personal documents or other materials, including but not limited to passports, driver's licenses and credit and identification cards, which are lost or rendered unusable due directly to the **Identity Theft**.

The aggregate limit of indemnity for this coverage is **\$15,000** for all **Identity Theft Expense** the **Specified Member** becomes obligated to pay to any and all of its officer, directors and employees due to all **Identity Theft** within the scope of this coverage. No deductible applies to this coverage.

I. **Image Restoration and Counseling**

We will, subject to the limits of indemnity set forth below, reimburse the **Specified Member** for **Covered Image Restoration and Counseling Expenses** incurred by the **Specified Member** as a direct result of **Improper Acts** by any officer, director, or employee of the **Specified Member** taking place and reported to **Us** during the policy period before.

For purposes of the **Image Restoration and Counseling** coverage set forth above:

Covered Image Restoration and Counseling Expenses shall only mean and this coverage shall only apply to the following:

1. The costs of rehabilitation and counseling for the accused officer, director, or employee of the **Specified Member**, provided the officer, director, or employee is not ultimately found guilty of criminal conduct. No reimbursement of any **Covered Image Restoration and Counseling Expenses** by **Us** to the **Specified Member** unless and until there has been

- an acquittal of the officer, director, or employee of the **Specified Member** accused of committing the **Improper Acts**;
2. The costs charged by a recruiter or expended on advertising for replacement of an officer or director as a result of **Improper Acts** by such officer or director; and
 3. The costs of restoring the **Specified Member's** reputation and public, consumer or client confidence through image consulting.

Improper Acts means any criminal, fraudulent, immoral, or scandalous acts or conduct by an officer, director, or employee of the **Specified Member**, whether or not committed or conducted on behalf of or as part of the business of the **Specified Member**.

The aggregate limit of indemnity for this coverage is **\$10,000** for all **Covered Image Restoration and Counseling Expenses** incurred by the **Specified Member** as a direct result of **Improper Acts** during the policy period. No deductible applies to this coverage.

J. Employee Dishonesty Coverage

We will, subject to the limits of indemnity set forth below and notwithstanding Exclusion (a) of the Policy to which this Endorsement is attached, reimburse the **Specified Member** for any loss of money or any property whatsoever belonging to the **Specified Member**, or for which the **Specified Member** is legally liable, which the **Specified Member** shall sustain during the policy period as a direct result of any criminal, dishonest, or fraudulent acts or omissions of any regular, temporary, or leased employee, or any independent contractor or agent of the **Specified Member** committed during the policy period while employed or engaged by the **Specified Member** in the conduct of the **Specified Member's** business of Translating and/or Interpreting. This **Employee Dishonesty Coverage** shall not be afforded to nor shall **We** be obligated to make any payments for or in connection with, either directly or indirectly, any criminal, dishonest or fraudulent acts or omissions of any director or owner of the **Specified Member** or as to any such loss of money or property if the **Specified Member** or any director, officer, or employee of the **Specified Member** had knowledge of such losses or of the actual or alleged criminal, dishonest, or fraudulent acts or omissions of any regular, temporary, or leased employee, or any independent contractor or agent of the **Specified Member**, prior to the inception date of the Policy to which this Endorsement is attached.

This **Employee Dishonest Coverage** shall not apply and **We** will not be obligated to make any payments unless the **Specified Member** shall as a condition precedent to its right to be indemnified under this **Employee Dishonest Coverage** gives to **Us** immediate notice in writing during the policy period,

- i. of the discovery of any loss which gives rise, or may give rise, to a claim under this **Employee Dishonesty Coverage**; or
- ii. of the discovery of reasonably cause for suspicion of criminal acts, dishonesty, or fraud on the part of any person employed or engaged by the **Specified Member** whether or not giving rise to a claim under this **Employee Dishonesty Coverage** and **We** shall not be liable under this **Employee Dishonesty Coverage** for any loss sustained as a result of any conduct after the date of such discovery on the part of the person concerned.

in the event of a claim under this **Employee Dishonesty Coverage**, the **Specified Member** shall give all necessary information and assistance to enable **Us** to seek by all appropriate means and obtain reimbursement from the person concerned or from his estate of any monies paid or payable by **Us** under this **Employee Dishonesty Coverage**.

Any monies which but for any criminal conduct, dishonesty or fraud by any regular, temporary, or leased employee, or any independent contractor or agent of the **Specified Member** would have been payable to such person or entity by the **Specified Member**, and any monies of such individuals or entities in the hands of the **Specified Member**, shall be deducted from the amount otherwise payable under this **Employee Dishonesty Coverage**.

The aggregate limit of indemnity for this **Employee Dishonesty Coverage** is **\$10,000** for all loss of money and property incurred during the policy period by the **Specified Member** as a direct result of the criminal, dishonest, or fraudulent acts or omissions of any regular, temporary, or leased employee, or any independent contractor or agent of the **Specified Member** taking place during the policy period. No deductible applies to this coverage.

K. License Protection

We will, subject to the limits of indemnity set forth below, reimburse the **Specified Member** for **License Protection Costs** incurred by the **Specified Member** in the investigation and defense of disciplinary and license review proceedings against the **Specified Member** first instituted during the policy period as a result of complaints asserted against the **Specified Member** during the policy period by or before any federal, state, or local governmental, quasi-governmental, regulatory, licensing, or professional agency, body, authority, association, or organization that deals with the professional conduct of the **Specified Member** in the business of Translating and/or Interpreting, provided that this **License Protection** coverage shall not apply and **We** will not reimburse the **Specified Member** for any attorney's fees and costs unless as a condition to such coverage (1) the proceeding relates to or impacts upon the **Specified Member's** continued licensing in the business of Translating and/or Interpreting, or the imposition or threatened imposition upon the **Specified Member** of any disciplinary measures, and (2) the **Specified Member** provides immediate written notice to **Us** during the policy period of the institution of such complaint or proceeding.

For purposes of the **License Protection** coverage set forth above:

License Protection Costs means:

1. the fees and expenses incurred by legal counsel retained by the **Specified Member** with **Our** prior written consent to represent the **Specified Member** in such proceeding, but not to exceed an hourly fee rate of \$ \$200 per hour or as agreed **Us**; and
2. the travel, lodging and meal expenses incurred by the officers, directors and employees of the **Specified Member** due to the required attendance at any disciplinary hearing or proceeding, but not to exceed a total of \$500 per hearing or proceeding for all officers, directors and employees.

However, **License Protection Costs** shall not mean and no coverage will be afforded under this License Protection coverage for any fines, penalties, sanctions, costs, or other similar amounts awarded or payable by or on behalf of the **Specified Member** as a result of such disciplinary and license review proceedings.

The aggregate limit of indemnity for all **License Protection Costs** incurred as to each proceeding is **\$5,000** and the aggregate limit of indemnity for all **License Protection Costs** incurred as to all proceedings during the policy period is **\$15,000**. No deductible applies to this coverage.

L. Defense Expense Benefits

We will, subject to the limit of indemnity set forth below, reimburse the **Specified Member** for those **Defense Expense Benefits** the **Specified Member** is obligated to pay to its officers, directors, or employees as a result of such officers, directors, or employees being required by **Us** or by the Court or the defense attorney to attend a trial, arbitration, hearing or proceeding involving a Claim otherwise covered under this Policy.

For purposes of the **Defense Expenses Benefits** coverage set forth above:

Defense Expense Benefits means reasonable travel, lodging and meal costs incurred in travelling to and from any trial, arbitration, hearing or proceeding at which the officer, director,

or employee of the **Specified Member** is required to attend as part of the defense of a Claim otherwise covered under this policy.

The limit of indemnity for all **Defense Expense Benefits** incurred by all officers, directors and employees of the **Specified Member** and payable by the **Specified Member** as to all trials, arbitrations, hearings and proceedings is **\$5,000** per claim for **Defense Expense Benefits** and **\$15,000** in the aggregate for all claims for all **Defense Expense Benefits**. No deductible applies to this coverage.

LLOYD'S

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