

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NON-PROFIT CHANGE ENDORSEMENT – AMEND DEFINITIONS OF CLAIM AND LOSS, AMEND EXCLUSIONS, INCLUDING REMOVAL OF INSURED VS. INSURED EXCLUSION AND ADDITION OF EXCEPTION FOR DEFENSE COSTS FOR BREACH OF CONTRACT EXCLUSION**

This endorsement modifies insurance provided under the following:

**Non-Profit Management and Organization Liability Insurance Policy**

It is agreed that:

1. The following replaces section **II. DEFINITIONS B. 1)**:
  - 1) a written demand for monetary or non-monetary relief;
2. The following replaces section **II. DEFINITIONS J.:**
  - J) **Loss** means the total amount excess of the applicable Retention which any **Insured** becomes legally obligated to pay as the result of all **Claims** first made against any **Insured** during the **Policy Period** for **Wrongful Acts** including, but not limited to, damages (including punitive or exemplary damages where insurable under applicable law), judgments, settlements and **Defense Costs**. **Loss** does not include (1) the multiple portion of any multiple damage award, (2) criminal or civil fines or penalties imposed by law, (3) taxes, (4) any amount not indemnified by the **Insured Organization** for which the **Insured** is absolved from payment by reason of any covenant, agreement or court order, and (5) matters uninsurable under the law pursuant to which this Policy is construed.
3. Section **IV. EXCLUSIONS 6)** is deleted.
4. The following replaces section **IV. EXCLUSIONS 9)**:
  - 9) for liability under or breach of any oral, written or implied contract or agreement, or for liability of others assumed by the **Insured** under any such contract or agreement; provided however, that this exclusion shall not apply to (a) the Insurer's duty to defend and to pay **Defense Costs** regarding such **Claim**; (b) the extent the **Insured** would have been liable in the absence of such contract or agreement; or (c) the extent the **Claim** is a **Claim for Wrongful Employment Practices**;
5. The following is added to section **IV. EXCLUSIONS:**

The Insurer shall not be liable to make any payment for **Loss**, other than **Defense Costs**, in connection with any **Claim** made against any of the **Insureds** which constitute costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including but not limited to actual or anticipated costs and expenses associated

with or arising from an **Insured's** obligation to provide reasonable accommodations under, or otherwise comply with, the Americans with Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations thereunder, or any related or similar law or regulation.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the inception date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the inception date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative