



Subject: **ULLICO- Union Liability Endorsements for CPF Plan**

Listed below is a list of Endorsements that are included in the Ullico- Union Liability policy provided by Markel American Insurance Company. The CPF Insurance Trust and their counsel negotiated to have **Amendatory Endorsement #6** included in this Union Liability Policy that is offered to CPF Members:

- Endorsement #1- TRIA (06/15) **Cap on Losses From Certified Acts of Terrorism**
- Endorsement #2- UL-CA (06/15) **California Amendatory Endorsement**
- Endorsement #3- UL-011 (06/15) **Prior Acts Exclusion Endorsement – 07/13/2010**
- Endorsement #4- UL-017 (06/15) **Insurance Activities Exclusion**
- Endorsement#5-UL-031 (06/15) **Wrongful Employment Practices Split Retention (\$15,000)**
- Endorsement #6-UL-AE (06/15) **Amendatory Endorsement – Final Adjudication**

Endorsement #6 -Section IV. Exclusions, items 11, 12, & 13 have been replaced with the following:

11. Any actual or alleged conduct for which any **Insured** has gained any profit, remuneration or advantage to which such **Insured** was not legally entitled, or for the return by the **Insured** of any remuneration paid to or received by such **Insured** if payment or receipt of such remuneration was in violation of law; provided, however, that this exclusion shall not apply to such **Claim** against the **Insured**, or to the **Insurer's** obligation to pay or reimburse **Claims Expenses** regarding such **Claim** against the **Insured**, until a judgment, admission, plea agreement or other final adjudication adverse to the **Insured** shall establish such a profit, remuneration or advantage.
12. Any actual or alleged dishonest, fraudulent, criminal, or intentional acts or any willful violation of any statute or regulation by the **Insured**, including but not limited to any actual or alleged theft, fraud, embezzlement, conversion of funds, extortion, making or taking any bribe, making or receiving any illegal monetary or non-monetary kickback, or applying or approving any illegal or improper loan; provided, however, that this exclusion shall not apply to:
 - a. Any **Claim** for a **Wrongful Employment Practice**, or to the **Insurer's** obligation to pay or reimburse **Claims Expenses** regarding such **Claim** for a **Wrongful Employment Practice**, until a judgment, admission, plea agreement or other final adjudication adverse to the **Insured** shall establish such acts and/or violations;
 - b. Any **Claim** against the **Insured** or to the **Insurer's** obligation to pay or reimburse **Claims Expenses** regarding such **Claim** against the **Insured**, until a judgment, plea agreement or other final adjudication adverse to the **Union** shall establish such acts and violations.
13. Any actual or alleged conflict of interest arising from:
 - a. The failure of any **Insured Person** to account properly and fully for any personal profit;
 - b. The direct or indirect ownership or control of assets or interests by any **Insured Person**; or
 - c. Any dealings between any **Insured Person** and the **Union** as an adverse party or on behalf of an adverse party;

However, that this exclusion shall not apply to such **Claim** against the **Insured** or to the **Insurer's** obligation to pay or reimburse **Claims Expenses** regarding such **Claim** against the **Insured**, until a judgment or other final adjudication adverse to the **Insured** shall establish such acts and/or violations.

Nothing contained herein shall vary, alter or extend the terms, conditions and limitations of the policy except as stated above.

This Endorsement is part of the above numbered policy and is effective as of the Endorsement Effective Date shown above.

This document is descriptive only and does not constitute a part of, or endorsement to, the policies. Whether and to what extent a particular loss is covered depends on the facts and circumstances of the loss and the terms and conditions of the policies as issued. No warranties or representations of any kind are made to any party except as provided in the issued policies.

Should you have any questions, please call 888-811-0811