



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

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

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

All inquiries regarding this Certificate should be addressed to the following Correspondent:

XS/Group, Inc.
2750 Killarney Drive #202
Woodbridge, VA 22192-4124

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 Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
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 Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, 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 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 request of the Assured to give a written undertaking to the Assured 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 therefor, Underwriters 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 Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned 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 the 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 mos)	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 the 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.

MASTER POLICY

CLAIMS MADE FORM / DEFENSE WITHIN LIMITS

Unique Market Reference No. B113519B01329

Master Policy No. MPL2000-19

DECLARATIONS

1. **MASTER POLICY ISSUED TO:** Professional Liability Program For Federal
Government Employees
9713 Key West Ave #401
Rockville, MD 20850

2. **POLICY PERIOD:** October 1, 2019 to October 1, 2020

3. **LIMIT OF LIABILITY:** As per Individual Certificate of Insurance

4. **MINIMUM & DEPOSIT PREMIUM:** \$1.00

5. **EFFECTIVE DATE OF INDIVIDUAL INSURANCE:**

An Insured Member's coverage will begin on the date and time of acceptance by the Company.

6. **CERTIFICATE OF INSURANCE:**

A Certificate of Insurance will be given to each Insured. The Certificate of Insurance sets forth an Insured Member's amount of coverage and policy period.

Underwriters at Lloyd's, London


By: 

TABLE OF SPECIAL ENDORSEMENTS

Attached to and forming a part of Errors & Omissions Policy No. MPL2000-19

Retroactive Date Endorsement

Cancellation Clause

Service of Suite Clause

Applicable Law (USA)

Nuclear Incident Exclusion Clause –

Liability Direct (Broad)

War & Terrorism Exclusion Endorsement

Mold Exclusion

Asbestos Exclusion

Several Liability Notice

UNDERWRITERS AT LLOYD'S, LONDON
(herein called the Company)

MASTER POLICY

CLAIMS MADE FORM / DEFENSE WITHIN LIMITS

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages in suits defended either by the Department of Justice or the Company because of acts, errors or omissions of the Insured which constitute either common law, statutory or Constitutional torts, committed or arising during the period that the Insured is a member of the National Treasury Employees Union as follows:

Coverage A – Personal Injury
Coverage B – Bodily Injury
Coverage C – Property Damage

to which this certificate applies. In the event the Department of Justice declines to defend any suit, or fails to immediately defend any suit, the Company shall defend the suit against the Insured seeking money damages on account of such Personal Injury, Bodily Injury or Property Damage, even in any of the allegations of the suit are groundless, false, or fraudulent; and, may make such investigation of any claim or suit as it deems expedient. However, the Company shall not be obligated to pay any claim or judgement or to defend or continue to defend any suit or claim after the applicable limit of the Company's liability has been exhausted by payment of judgements, settlements or any costs associated therewith.

Should the Department of Justice refuse to provide the Insured with a defense, the Company shall select counsel to defend him in any action.

The Company retains the right to make settlement of any claims it deems appropriate to settle. However, the company will make no settlement of any claim without prior notice of such intent to the Insured. The Company will seek approval of such intent to settle from the Insured which approval may not be unreasonably withheld by the Insured.

In the event defense of the Insured in any claim or suit is granted by the Department of Justice or its designee, the Insured may nevertheless request, and the Company shall provide an attorney selected by the Company to monitor and oversee the defense being provided by the United States.

EXCLUSIONS

This certificate does not apply:

- (a) to any obligation for which the Insured or any carrier as his Insurer may be held liable under any workers' compensation, unemployment compensation, disability benefits law, or other similar law;
- (b) (1) to damages arising out of the willful violation of a penal statute or penal ordinance by the Insured that results in the Insured's criminal conviction or guilty plea;
(2) to damages arising out of acts of fraud committed by or at the direction of the Insured with affirmative dishonesty or actual intent to deceive or defraud;
- (c) to liability assumed by the Insured under any contract or agreement;
- (d) to Bodily Injury arising out of the ownership, operation, or use of any land motor vehicle designed for use principally on public highways, including any machinery or apparatus attached thereto, or any aircraft or watercraft;

- (e) to Property Damage to:
- (1) Property owned or occupied by or rented to the United States Government or Insured,
 - (2) Property used by the Insured
 - (3) Property in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control (not applicable to property of persons in custody or property under lawful control);
- (f) to any liability for:
- (1) All claims including but not limited to bodily injury, personal injury, mental anguish or property damage including loss of use, for past, present or future claims arising out of the presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any substance which are or may be injurious to public health or the environment (herein called "hazardous substances") into or upon land, the atmosphere or any water course or body of water; or
 - (2) The costs of clean up or removal of hazardous substances; or
 - (3) The cost of such actions as may be necessary to monitor, assess and evaluate the presence, discharge, dispersal, escape, release, or threat of same, of hazardous substances, or
 - (4) The cost of disposal of hazardous substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result; or
 - (5) Any loss, cost or expense arising out of any governmental direction or request that the insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants;
- (g) to any claim including but not limited to bodily injury, disease or sickness, including death at any time resulting therefrom mental anguish or property damage including loss of use, for past, present or future claims arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to or testing for, asbestos or products containing asbestos whether or not the asbestos is or was at any time airborne as a fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this certificate does not apply to any liability including expenses for:

- (1) The costs of clean up or removal of asbestos or products and materials containing asbestos; or
 - (2) The cost of such actions as may be necessary to monitor, assess and release or threat of same, of asbestos or products and materials containing asbestos;
 - (3) The cost of disposal of asbestos substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result.
- (h) the calculation, comparison, sequencing or processing of data involving the date change prior, during and 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 Insured or not; or

- (i) 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.
- (j) to damages arising out of any personal financial interest or investment portfolio;

NUCLEAR ENERGY LIABILITY EXCLUSION

This certificate does not apply:

- (a) Under any Liability Coverage, to bodily injury or property damage;
 - (1) With respect to which an Insured under the certificate is also an Insured 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 Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this certificate not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization;
- (b) Under any Medical Coverage, or under any Supplemental Payments provision relating to first aid, the expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material arising out of the operation of a nuclear facility by any person or organization;
- (c) Under any Liability coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if;
 - (1) The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) 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 insured; or
 - (3) The bodily injury or property damage arises out of the furnishing by an Insured 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 (3) applies only to property damage to such nuclear facility and any property threat;
- (d) As used in this Exclusion:
 - (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
 - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
 - (3) "Source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6) (a) or (b) thereof;
- (6) "Nuclear facility" means (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium; (ii) processing or utilizing spent fuel, or (iii) 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 Insured 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 (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "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;
- (8) "Property damage" includes all forms of radioactive contamination of property.

DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

The Company will pay subject to and not in addition to the applicable limits of liability:

- A. all expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company and all interest on the entire amount of any judgement, therein which accrues after entry of the judgement and before the Company has paid or tendered or deposited in court that part of the judgement which does not exceed the limit of the Company's liability thereon;
- B. premiums on appeal bonds including supersedeas bonds required in any such suit, premiums on bonds to release attachments in any such suit for any amount not in excess of the applicable limit of liability of this policy, but the Company shall have no obligation to apply for or furnish any such bonds;
- C. reasonable expenses incurred by the Insured at the Company's request, including, but not limited to, actual loss of wages (but not loss of other income) not to exceed \$50 per day because of his attendance at hearings, depositions or trials at such request;
- D. reasonable expenses incurred by the Insured for first aid to others at the time of an accident, for Bodily Injury to which this policy applies.

The Company shall not be obligated to pay any claim or judgement nor to defend any suit or claim after the applicable limit of the company's liability has been exhausted by payment of judgements or settlements and costs associated therewith.

DEFINITIONS

"Personal Injury" means injury resulting from any claim arising out of violation of property rights or deprivation of any rights, privileges, or immunities secured by the common law, statutory law, state constitutions, the Constitution or the laws of the United States of America for which the member of the National Treasury Employees Union acting in the performance of their official duties may be held liable to the party injured in any action at law, suit in equity, or other proper proceeding for redress. However, no act shall be deemed to be, or result in, Personal Injury unless committed in the performance of the official Federal duties of the Insured.

“Bodily Injury” means bodily injury, sickness, disease, or death resulting therefrom sustained by any person or persons caused by an act, error or omission of the Insured while acting in the performance of the official Federal duties of the Insured.

“Property Damage” means damage to or destruction of property including loss of use thereof sustained by any person or persons caused by an act, error or omission of the Insured while acting in the performance of the official Federal duties of the Insured.

“Damages” includes damages for death and for care and loss of services resulting from bodily injury, personal injury or property damage to which this policy applies, and all redress for damages available under the laws of the State where the Act or Incident occurred.

“Incident” includes the initial act or acts by the Insured in the performance of the official Federal duties of the Insured attributable to a specific alleged violation of the common law, statutory or Constitution law, and any subsequent acts which directly relate to or arise out of the original violation.

“Named Insured” means Professional Liability Program for Federal Government Employees.

“Insured” means any current or former member of the National Treasury Employees Union, who holds a valid certificate of insurance issued by the Company.

TERRITORY

This Master Policy applies only to acts committed or alleged to have been committed within the legal jurisdiction of the Insured’s employment with an agency of the Federal Government; or anywhere in the world while the Insured is acting within the scope of his employment.

CERTIFICATE PERIOD

This policy applies to CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE CERTIFICATE PERIOD arising from the performance of official Federal duties alleged to have been rendered:

- (a) During the certificate period, or;
- (b) Prior to the effective date of this insurance provided that:
 - (1) The insured had no knowledge of any claim or suit, or any act, error or omission which might reasonably be expected to result in a claim or suit as of the date of signing the application for this insurance;
 - (2) There are no other certificates or policies pursuant to which the Insured is afforded any coverage for such claim or suit..

DISCOVERY PERIODS

If this Master Policy is cancelled by either party, or for any reason not renewed other than for non-payment of the premium by the Insured, then the insurance provided by this policy is extended to apply to claims made against the Insured during the 36 calendar months following immediately upon such expiration or termination, but only for acts committed or alleged to have been committed prior to such expiration or termination, and provided that there are no other certificates or policies pursuant to which the Insured is afforded any coverage for such claim or suit.

CONDITIONS

A. LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this Master Policy (2) persons or organizations who sustain damages payable under this Master Policy; or (3) claims made or suits brought on account of insurance afforded by the Master Policy, the Company's liability is limited as follows:

- (1) The limit of liability stated in the Certificate as applicable to "each claim" is the limit of the Company's liability for all damages under Coverages A, B and C sustained by any one person as the result of any one incident, the total limit for all damages under Coverage A, B and C sustained by two or more persons as the result of any one incident shall not exceed the limit of liability stated in the Declarations as applicable to "each claim."
- (2) The limit of liability stated in the Certificate as "aggregate" is the limit of the Company's liability during the certificate period for all damages under Coverages A, B and C or all combined.

B. INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

- (1) Upon receipt of legal process or written notice of an action likely to give rise to a claim hereunder, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses shall be given by or for the Insured to the company or any of its authorized agents immediately.
- (2) Upon receipt of legal process or other written notice of an action likely to give rise to a claim hereunder, the Insured shall cooperate with the Company to the full extent of Federal law and regulation and upon the Company's request assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization except against the Insured States or any of its agencies who may be liability to the Insured because of claims with respect to which insurance is afforded under this certificate; and the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

C. ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of the Master Policy nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgement against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company. Nothing in this provision shall bar the Named Insured or Insured from seeking to enforce its rights under the Master Policy in the absence of a judgement. 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 Master Policy to the extent of the insurance afforded by this Master Policy. No person or organization shall have any right under this Master Policy to join the Company as a party to any

action against the Insured to determine the Insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

D. OTHER INSURANCE

The insurance under this Master Policy shall be excess insurance over any other valid and collectible insurance or other legal rights of recovery available to the insured, either as an Insured under another policy or otherwise.

E. SUBROGATION

In the event of any payment under this Master Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any third party or organization other than the United States of America or any of its agencies, and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to the full extent of Federal law and regulations to secure such rights. The Insured shall do nothing after loss to prejudice such rights. In the event this Master Policy responds for defense an/or money damages on behalf of an Insured and, thereafter, the Insured collects damages, costs and attorney's fees from any third party, the Company shall be entitled to any and all such damages, costs and attorney's fees so collected, up to the limit if its actual payment under this Master Policy.

F. CHANGES

Notice to any agent, or knowledge possessed by any agent or by any other person shall not effect a waiver or change in part of this Master Policy or stop the Company from asserting any right under the terms of this Master Policy; not shall the terms of this Master Policy be waived or changed, except by endorsement issues to form a part of this Master Policy signed by a duly authorized agent of the Company and accepted by the Insured.

G. CANCELLATION

This coverage may be cancelled by the Named Insured by surrender of this Master Policy to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This coverage may be cancelled by the Company by mailing to the Named Insured at the address shown in the Declarations written notice stating when not less than sixty (60) days thereafter such cancellation shall be effective, provided, that if such cancellation is for nonpayment of premium, cancellation may be upon ten (10) days notice. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date of cancellation stated in the notice shall become the end of the master policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

H. NON ASSIGNABLE

The interest of the Insured under this Master Policy shall not be assignable.

I. TERMS OF CERTIFICATE STATUTE

Terms of this certificate which are in conflict with Federal law and regulations and/or the law and regulations of the state wherein this certificate is issued are hereby amended to conform to such statutes.

J. SERVICE OF SUIT

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company, at the request of the Insured will submit to the jurisdiction of any court of competent jurisdiction within the United States of America or Canada 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 or process in such suit may be made upon Mendes & Mount, 750 7th Avenue, New York, New York, 10019-6829 or their designee, and that in any suit instituted against any one of them upon this contract, the Company will abide by the final decision of such Court or of any Appellate court in the event of an appeal.

The above named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's 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 of America or province of Canada, which makes provision therefor, the Company hereby designates 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 its 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 Insured or any beneficiary hereunder arising out of this contract of Insurance and the Company hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

K. PREMIUM

All premiums for Certificates issued under this Master Policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

L. DECLARATIONS

By acceptance of the Certificate, the Insured agrees that the statements in the Application are his agreements and representations, that the Certificate is issued in reliance upon the truth of such representations and that the Certificate and Master Policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

In Witness Whereof, the Company has caused this Master Policy to be executed and attested and countersigned by a duly authorized representative of the Company.

ADMINISTRATIVE EXPENSE COVERAGE

In consideration of the annualized premium, it is agreed the insurance provided is extended to apply as follows:

The Company shall select counsel and pay the costs of defense and any monetary penalties subject to the limit of liability set forth below arising out of any Disciplinary Proceedings or Judicial Sanctions instituted against the Insured from any act, error or omission in professional services rendered or which should have been rendered in the Insured's professional capacity committed or arising during the period that the Insured is a member of the National Treasury Employees Union.

The Insurance provided applies to Disciplinary Proceedings or Judicial Sanctions first instituted against the Insured and reported to the Company, as of the effective date of the Insured's Certificate

and prior to its expiration, arising from the performance of official Federal duties alleged to have been rendered:

- (a) As of the effective date of the Insured's Certificate, or;
- (b) Prior to the effective date, provided that:
 - 1) The insured had no knowledge of any potential Disciplinary Proceeding or Judicial Sanctions being contemplated or of any investigations into the Insured's alleged misconduct, which might reasonably, be expect to result in a Disciplinary Proceeding or Judicial Sanction, as of the date of signing the application for this insurance.

It is further agreed the limit of liability afforded by this insurance is the limit of all costs of defense or monetary penalties insured by this insurance and shall apply in addition to the limit of liability stated in the Certificate as "aggregate."

LIMIT OF LIABILITY:

\$100,000 Any one "Disciplinary Proceeding" or "Judicial Sanction"

\$100,000 Annual Aggregate per Certificate Holder

Regardless of the number of "Disciplinary Proceedings" or "Judicial Sanctions" instituted against the Insured, the liability of the Company hereunder shall not exceed in the aggregate the Limit of Liability stated above.

It is further agreed the following definitions shall apply as respects this insurance.


"Disciplinary Proceedings" means any proceedings, including investigations, before any entity, or entities, established by constitutional provision, statute, regulation, or court rules to investigate, review or impose sanctions for charges of misconduct.

"Judicial Sanctions" means any monetary penalty imposed by any adjudicatory body as a result of any act or error or omission in professional services.

Monetary penalties do not include any loss of benefits or loss of wages as a result of any adverse decision in a disciplinary or criminal proceeding.

SUBROGATION

In the event of any defense related or monetary penalty payment under this insurance, the Company shall be subrogated to all insured's rights of recovery therefor against any third party or organization other than the United States of America or any of its agencies, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to the full extent of Federal, State or Local law and regulations to secure such rights. The Insured shall do nothing to prejudice such rights. In the event this Insurance response for defense on behalf of an insured and, thereafter, the insured collects costs of defense or monetary penalties from any third party including the United States of America or any of its agencies, the Company shall be entitled to any and all such costs of defense or monetary penalties so collected, up to the limit or its actual payment under this Insurance.

By: 
Authorized Representative

LLOYD'S

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