



CONFIRMATION OF COVERAGE # 1353063

PRODUCER: Parker, Smith & Feek Insurance LLC
3800 Centerpoint Dr, Ste 601
Anchorage, AK 99503

ATTENTION: Abigail Bonney

INSURED: Railbelt Reliability Council
1127 W 7th
Anchorage, AK 99501

TERM: 11/05/2022 - 11/05/2023

COMPANY: Homeland Insurance Company of New York

POLICY #: MML-27086-22

Confirmation of Coverage expires on 01/04/2023 unless cancelled or replaced by the policy.

COVERAGE(S): **Directors' & Officers' Liability (D&O)**
Employment Practices Liability including Third Party (EPL)
Crime

Non-Admitted Policy
A.M. Best Rating: A+ (Superior)
Financial Size Category: XV (\$2 Billion or greater)

LIMIT(S): \$2,000,000 Policy Aggregate Limit (for all purchased Liability Coverage Sections combined)

\$1,000,000 Separate Limit of Liability – D&O / Entity
\$1,000,000 Separate Limit of Liability – EPL / Third Party

Additional Limits/Sublimits:

\$500,000 Additional D&O Limit of Liability Dedicated for Executives
\$250,000 D&O sub-limit – Securityholder Derivative Demands
\$25,000 D&O sub-limit – Crisis Management Expenses
\$50,000 D&O sub-limit – Privacy Breach Reimbursement Coverage
\$50,000 EPL sub-limit – Illegal Hiring or Harboring Sublimit
\$25,000 EPL sub-limit – Employment Crisis Management Expenses
\$250,000 EPL sub-limit – Workplace Violence Reimbursement Coverage
\$150,000 EPL sub-limit – Wage and Hour Claims
\$100,000 EPL sub-limit – Biometric Information Privacy



Crime

Insuring Agreement	Limit	Deductible
(A)(1) Employee Theft	\$50,000	\$10,000
(A)(2) Employee Theft of Client Property	\$50,000	\$10,000
(A)(3) Employee Benefit Plan	\$50,000	\$0
(B) Forgery or Alteration	\$50,000	\$10,000
(C) Inside the Premises – Theft of Money or Securities	\$50,000	\$10,000
(D) Inside the Premises – Robbery or Safe Burglary of Other Property		
(E) Outside the Premises	\$50,000	\$10,000
(F) Computer Fraud	\$50,000	\$10,000
(F)(2) Computer Data	\$50,000	\$10,000
Restoration Expenses		
(G) Funds Transfer Fraud	\$50,000	\$10,000
(H) Money Orders and Counterfeit Paper Currency	\$50,000	\$10,000
(I) Social Engineering Fraud Coverage	\$50,000	\$10,000
(J)(1) Personal Accounts Forgery or Alteration Coverage	Not Covered	Not Covered
(J)(2) Identity Fraud Expense Reimbursement Coverage	Not Covered	Not Covered
(K) Investigative Costs Coverage	\$50,000	As per the applicable Insuring Agreement

RETENTION(S): \$0 Retention Each Claim - D&O Insuring Clause A (Non-Indemnified)
 \$25,000 Retention Each Claim - D&O Insuring Clause B (Corporate Reimbursement)
 \$25,000 Retention Each Claim - D&O Insuring Clause C (Entity)
 \$25,000 Retention Each Claim – EPL / Third Party

TERMS: Full payment due within 20 days
 All fees fully earned
 No flat cancelations

Prior & Pending Litigation Date D&O: 11/05/2022
 Prior & Pending Litigation Date EPL: 11/05/2022

Extended Reporting Period:

12 Months @ 100% of Annual Premium

Policy Forms & Endorsements:

MPF-30002-06-18 Private Company Management Liability General Terms and Conditions
 MPF-30002-DO-06-18 Private Company Management Liability Directors, Officers and
 Organization Liability Coverage Section
 MPF-30002-EPL-06-18 Private Company Management Liability Employment Practices



Liability Coverage Section

MPF-30002-CR-06-18	Private Company Management Liability Crime Coverage Section
AMP-00008-10-15	Service of Suit
MPE-03020B-01-14	Professional E & O Exclusion(with Securityholder Claim Carveback)
MPE-03030A-06-18	Cap on Losses from Certified Acts of Terrorism
MPE-03057-06-18	Privacy Breach Reimbursement Coverage Sublimit: \$50,000
MPE-33004-09-10	Publishers E&O Exclusion
MPE-33014-06-18	Intellectual Property Exclusion
MPE-04019-09-10	Workplace Violence Reimbursement Coverage Sublimit: \$250,000
MPE-04020E-05-19	Wage and Hour Claims Sublimit \$150,000
MPE-04041-06-20	Biometric Information Privacy Sublimit \$100,000
MPE-06032-06-18	Amend Social Engineering Fraud Insuring Agreement
MPE-06037-11-21	Virtual Currency Exclusion

SUBJECTIVITIES: SUBJECT TO receipt, review and underwriting acceptance of the following PRIOR TO BINDING:

- Nothing further needed

Underwriters reserve the right to rescind or revise terms based upon their evaluation of the information received. Please review this proposal carefully as all requested coverage may not have been included.

Annual Premium	\$	26,025.00	
Broker fee	\$	650.00	Fully retained at inception
AK Surplus lines tax	\$	702.68	
AK Stamping fee	\$	260.25	
Total Gross Amount	\$	27,637.93	

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80. - Brown and Riding Insurance Services, Inc. LIC#93079

Payment due in 20 days.

NO FLAT CANCELLATIONS.

Please review carefully. Coverages provided may differ from those requested.

This Confirmation is intended for use as evidence that insurance as described has been effected, against which a Policy or Policies will be issued. This Confirmation and the insurance effected by it are subject to all terms, conditions and

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provisions of the Policy or Policies to be issued and in the event of any inconsistency therewith, the terms, conditions and provisions of the Policy or Policies shall prevail.

Brown & Riding has the right to cancel any binder or policy in accordance with the cancellation provisions of such binder or policy. When coverage is bound by Brown & Riding, a charge will be made in accordance with the policy terms and upon binding, all fees for the full policy term will be fully earned. Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then Brown & Riding may, without limitation of other remedies, cancel the policy for non-payment of premium.

Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding broker fees, other fees, and charges disclosed by Brown & Riding to Producer.

Producer shall hold harmless Brown & Riding, and Brown & Riding shall hold harmless Producer, from any and all of the respective negligent or wrongful acts, omissions, or conduct that result in a financial or other obligation to the other.

In the event of a dispute between Brown & Riding and Producer, the prevailing party shall be entitled to recover its attorneys' fees, costs, and related litigation expenses in addition to any other recovery.

While we do encourage policyholders to submit all claim notices directly, Brown & Riding remains happy to assist throughout the reporting and adjustment process. Please feel free to contact us at claimdesk@brcins.com with any claim-related questions, requests, or concerns.

The responsibility for the accuracy of the information set forth in any certificate of insurance is the sole responsibility of the person or entity which issues the certificate. Although Brown & Riding may retain copies of certificates of insurance forwarded to us, Brown & Riding does so strictly without prejudice as to their accuracy. Neither the insurers, their representatives, nor Brown & Riding will be responsible for any liability resulting from your issuance any certificate of insurance. We also draw your attention to the fact that unless the policy is physically endorsed, the issuance of a certificate does not amend, extend, or alter the coverage afforded by the policy or change the person(s) or entities to whom such coverage is afforded under the policy.

Moreover, neither the underwriters, their representatives, nor Brown & Riding will be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the insurers but where the authorized wording has been amended or revised in any way, without the prior written approval of the insurers.

By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Regards,

Paul Nowak