



IRONSHORE INDEMNITY INC.

(A Stock Company)

Mailing Address:

PO Box 3407

New York, NY 10008

Toll Free: (877) IRON411

(Hereinafter referred to as the "Reinsurer")

Addendum # 4

Certificate Number: 000541308

Effective Date of Addendum: July 1, 2018

Reinsured: California State University Risk Management Authority (CSURMA)

THIS ADDENDUM CHANGES THE FACULTATIVE REINSURANCE CERTIFICATE. PLEASE READ IT CAREFULLY.

CRISIS THREESIXTYSM COVERAGE

The Certificate of Facultative Reinsurance General Conditions is hereby amended to include the following:

18. CRISIS ThreeSixtySM Coverage

Notwithstanding the coverage provided under the Policy Reinsured, the Reinsurer hereby agrees to provide Crisis ThreeSixtySM Coverage to the Named Insured entities identified in the Policy Reinsured, as follows:

A. INSURING AGREEMENTS

1. Crisis ThreeSixty

We will advance **Crisis ThreeSixty Costs** directly to third parties on behalf of a Named Insured, regardless of fault, arising from a **Crisis Management Event** first commencing during the Term of the Policy Reinsured, up to the amount of the **Crisis ThreeSixty Limit of Insurance**.

2. Specialty Casualty Fund

We will pay **Crisis Management Loss** on behalf of a Named Insured arising from a **Crisis Management Event** first commencing during the Term of the Policy Reinsured, up to the amount of the **Specialty Casualty Fund Limit of Insurance**.

3. A **Crisis Management Event** will first commence at the time during the Term of the Policy Reinsured when a **Key Executive** first becomes aware of an Occurrence, Offense or Wrongful Act covered by the Policy Reinsured that gives rise to a **Crisis Management Event** and will end when we determine in good faith that a crisis no longer exists or when the **Crisis ThreeSixty Limit of Insurance** has been exhausted, whichever occurs first

4. There will be no **Retention** applicable to **Crisis ThreeSixty Costs** or **Crisis Management Loss**.
5. Any advancement of **Crisis ThreeSixty Costs** or payment of **Crisis Management Loss** that we make pursuant to this Addendum will not be a determination of our obligations under this Certificate, nor create any duty to defend any claim for loss.
6. For the purposes of this Addendum, the **Key Executive Gatekeeper** shall coordinate claims made and benefits afforded under this Addendum.

B. LIMIT OF LIABILITY

1. The **Crisis ThreeSixty Limit of Insurance** is the most we will pay for all **Crisis ThreeSixty Costs** and **Crisis Management Loss** under this Certificate, arising from or related to a single **Crisis Management Event**. The **Crisis ThreeSixty Limit of Insurance** shall be \$100,000.
2. The **Specialty Casualty Fund Limit of Insurance** is the most we will pay for all **Crisis Management Loss** under this Certificate arising from or related to a single **Crisis Management Event**. The **Special Casualty Final Limit of Insurance** shall be \$50,000 per **Crisis Management Event**.
3. We will have no obligation to advance **Crisis ThreeSixty Costs** or to pay **Crisis Management Loss** when we determine in good faith that the **Crisis Management Event** has ended or when the **Crisis ThreeSixty Limit of Insurance** has been exhausted, whichever occurs first.
4. The **Crisis ThreeSixty & Specialty Casualty Fund Aggregate Limit** is the most we will pay for all **Crisis ThreeSixty Costs** and all **Crisis Management Loss** combined, regardless of the number of **Crisis Management Events** and the number of Named Insureds effected by the same. The **Crisis ThreeSixty & Specialty Casualty Fund Aggregate Limit** shall be \$150,000 and our Limit of Liability for the coverage provided under this Addendum shall be no more than \$150,000.

C. CONDITIONS

1. **Your Duties in the Event of an Occurrence, Wrongful Act, Claim or Suit** with respect to **Crisis ThreeSixty**:

You must report any **Crisis Management Event** to us within twenty-four (24) hours of the time that a **Key Executive** first becomes aware of an Occurrence, Offense or Wrongful Act that gives rise to a **Crisis Management Event**, or as soon as practicable thereafter, to be eligible for the advancement of **Crisis ThreeSixty Costs** and the payment of **Crisis Management Loss**.

Notice of a Crisis Management Event

Notice of a **Crisis Management Event** may be given 24 hours / 7 days by calling Ironshore @ 1.866.795.1414.

Approved Crisis Management Firms

The following firms are approved **Crisis ThreeSixty Firms**:

Crisis Management Firms:

The Abernathy MacGregor Group

501 Madison Avenue
New York, NY 10022

707 Wilshire Boulevard, Suite 3950
Los Angeles, CA 90017

(212) 371-5999

(213) 630-6550

Rhonda Barnat
(cell) (917) 912-6378
rb@abmac.com

Ian Campbell
(cell) (213) 422-7958
idc@abmac.com

Mike Pascale
(cell) (917) 860-2048
mmp@abmac.com

Charlie Sipkins
(cell) (310) 600-0293
cfs@abmac.com

D. Definitions

1. **Crisis Management Event** means an Occurrence, Offense or Wrongful Act that, in the good faith opinion of a **Key Executive** of a Named Insured, in the absence of **Crisis Management Services**, has or may reasonably result in:

- a. damages covered by the Policy Reinsured; and
- b. significant adverse regional or national media coverage.

Crisis Management Event will include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals, provided that any damages arising out of any of the aforementioned must be covered under this Policy Reinsured.

2. **Crisis Management Firm** means any firm that is shown above as an Approved Crisis Management Firm, or any other firm that you select and we approve, which is hired by you to perform **Crisis Management Services** in connection with a **Crisis Management Event**.

3. **Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:

1. amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the Named Insured solely arising from a covered **Crisis Management Event**; and
2. amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the Named Insured or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.

4. **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising a Named Insured on minimizing potential harm to the Named Insured from a covered **Crisis Management Event**.

5. **Crisis ThreeSixty Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by us and may be associated with damages that would be covered by the Policy Reinsured:

1. Medical expenses;
2. Funeral expenses;
3. Psychological counseling;
4. Travel expenses;

5. Temporary living expenses;
6. Expenses to secure the scene of a **Crisis Management Event**; and
7. Any other expenses pre-approved by the Company.

Crisis ThreeSixty Costs do not include **Defense Expenses** or **Crisis Management Loss**.

6. **Crisis ThreeSixty Limit of Insurance** means the **Crisis ThreeSixty Limit of Insurance** in paragraph B.1., above.
7. **Specialty Casualty Fund Limit of Insurance** means the **Specialty Casualty Fund Limit of Insurance** set forth in Paragraph B.2, above.
8. **Crisis ThreeSixty & Specialty Casualty Fund Aggregate** means the **Crisis ThreeSixty & Specialty Casualty Fund Aggregate** set forth in Paragraph B.4, above.
9. **Key Executive** means the CSU Chancellor, CSU Sr. EVC/CFO, Systemwide Director of Risk Management and Campus President.
10. **Key Executive Gatekeeper** means the **Key Executive** responsible for coordinating **Crisis ThreeSixty** coverage, who shall:
 - a. Determine which **Crisis Management Events** shall be submitted for coverage;
 - b. Submit claims for **Crisis ThreeSixty Costs** and **Crisis Management Loss**; and
 - c. Direct us concerning to whom **Crisis Management Costs** and **Crisis Management Loss** shall be paid.
11. **Defense Expenses** means any payment allocated to a specific Loss, claim or suit for its investigation, settlement or defense, including but not limited to:
 - a. attorney's fees and all other investigation, loss adjustment and litigation expenses;
 - b. premiums on bonds to release attachments;
 - c. premiums on appeal bonds required by law to appeal any claim or suit;
 - d. costs taxed against the insured in any claim or suit;
 - e. pre-judgment interest awarded against the insured; and
 - f. interest that accrues after entry of judgment.

ALL OTHER TERMS OF THIS CERTIFICATE OF CASUALTY FACULTATIVE REINSURANCE REMAIN UNCHANGED.



Authorized Representative

July 02, 2018
Date