

THE EUCLID VANGUARD FIDUCIARY LIABILITY INSURANCE POLICY

SOLIDARITY PROTECTION GROUP

a voluntary membership organization operating pursuant to the
Liability Risk Retention Act of 1986 and whose principal office is:
4323 Warren Street, NW, Washington, DC 20016-2437



NOTICE:

THIS IS A CLAIMS-MADE AND REPORTED POLICY THAT APPLIES ONLY TO THOSE **CLAIMS** FIRST MADE AGAINST THE **INSURED** DURING THE **POLICY PERIOD** THAT ARE REPORTED TO THE INSURER DURING THE **POLICY PERIOD**. **CLAIM EXPENSES** ARE INCLUDED IN THE LIMITS OF LIABILITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY **LOSS** SHALL BE REDUCED OR TOTALLY EXHAUSTED BY PAYMENT OF **CLAIM EXPENSES**.

PLEASE READ YOUR POLICY CAREFULLY



The Euclid Vanguard Fiduciary Liability Insurance Policy Certificate

Policy Number: GAA05931158 **Issuing Carrier:** Hudson Insurance Company
Renewal of: New Business (hereinafter the "Insurer")

ITEM 1. Insurance Representative: Aon Risk Services Northeast, Inc. 1
Address: Liberty Plz
185 Broadway, Suite 3201
New York, NY 10006

ITEM 2. Named Insured: ACME Beverage Company
Plan (or Plans): See Plan Sponsor Endorsement
Address: 1776 Wallaby Way
Boston, MA 05743

ITEM 3. Policy Period:
Effective Date: 10/10/2023 (12:01 a.m. local time)
Expiration Date: 10/10/2024 (12:01 a.m. local time)

ITEM 4. Limits of Liability:

(a) Aggregate Limit of Liability: the maximum aggregate limit of liability for all Loss under this policy, including Claim Expenses	\$4,000,000
(b) Trustee Claim Expenses (Non-Fiduciary Defense) Sublimit: the aggregate limit of liability for all Claim Expenses in connection with Claims solely alleging Wrongful Acts as defined in Section II. Definitions R.(3.) of the policy (included within and not in addition to the maximum aggregate limit of liability)	\$30,000
(c) Voluntary Compliance Program Expenditures Sublimit: the aggregate limit of liability for all Voluntary Compliance Program Expenditures (included within and not in addition to the maximum aggregate limit of liability)	\$270,000
(d) ERISA 502(c) Civil Penalties Sublimit: the aggregate limit of liability for all Loss in the form of civil fines or any excise tax imposed pursuant to Section 502(c) of ERISA or the Pension Protection Act of 2006 (included within and not in addition to the maximum aggregate limit of liability)	\$250,000

(e) HIPAA and HITECH Fines and Penalties Sublimit: the aggregate limit of liability for all Loss in the form of civil fines and penalties imposed pursuant to HIPAA and HITECH (included within and not in addition to the maximum aggregate limit of liability)	\$1,500,000
(f) PPACA Fines and Penalties Sublimit: the aggregate limit of liability for all Loss in the form of civil fines and penalties imposed pursuant to PPACA (included within and not in addition to the maximum aggregate limit of liability)	\$250,000
(g) Section 4975 Penalties Sublimit: the aggregate limit of liability for all Loss in the form of excise taxes imposed pursuant to Section 4975 of the Internal Revenue Code (included within and not in addition to the maximum aggregate limit of liability)	\$250,000
(h) ERISA Section 502(a)(3) Relief Sublimit: the aggregate limit of liability for all Loss in the form of equitable relief imposed pursuant to Section 502(a)(3) of ERISA (included within and not in addition to the maximum aggregate limit of liability)	Not Applicable
(i) Benefit Overpayment Sublimit: the aggregate limit of liability for all benefit overpayments as defined in Section II. Definitions H.(5.) of the policy (included within and not in addition to the maximum aggregate limit of liability)	Not Applicable
(j) Cyber Essentials Sublimit: the aggregate limit of liability Content Restoration Expenditures and Crisis Notification Expenditures as defined in Section II. Definitions E. and G. of the policy (included within and not in addition to the maximum aggregate limit of liability)	Not Applicable

ITEM 5. Retention: \$50,000 each **Claim**

ITEM 6. Pending or Prior Proceeding Date: 10/10/2021

ITEM 7. Premium:

Basic Premium:	\$59,972.00
Waiver of Recourse Premium:	\$0.00
Tax/Surcharge:	\$0.00
Total Premium:	\$59,972.00

ITEM 8. Extended Reporting Period: Twelve (12) month extended reporting period is available for 100% of the total annual premium, subject to Section IV.B of the policy

ITEM 9.**Endorsements:****Endorsement Schedule**

The following schedule lists all endorsements which form a part of the policy. It is only for reference and provides no coverage. The actual endorsement should be reviewed to determine its effect on coverage:

TRIA
IL P 001 01 04
1.ESF-31230006
2.ESF-31220103
3.ESF-31220100
4.ESF-31220099A

Notice of Terrorism Insurance Coverage Policyholder Disclosure
OFAC Advisory Notice
Connecticut Amendatory Endorsement
Excessive Fee Litigation Claims Coverage Endorsement
Amend Named Insured / Plan Sponsor Endorsement
Euclid-Aon Fiduciary Amendatory Endorsement

This Policy Certificate, together with the Policy Form ESF-31210001 (09/2012), the endorsements indicated in ITEM 9 above, if any, and the completed and signed application(s) with any submitted attachments, complete the above-numbered policy.

Date: 9/8/2023



Authorized Representative