**PRIVATE VANTAGE POINT® & NOT-FOR-PROFIT VANTAGE POINT®**

**Vantage Point®** is a tailored management and professional liability insurance product solution created specifically with small to mid-sized private companies and not-for-profit organizations in mind. This comprehensive policy carefully integrates ten coverages to work impeccably to minimize any potential coverage gaps.

The policy affords flexibility to respond as stand alone coverages or as one seamless policy based on the organization’s risk exposures and needs. The program is backed by an A++ XV Superior rated carrier.

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**PROGRAM HIGHLIGHTS**

- **Broad definition of Insured** - includes the Named Organization, its subsidiaries and debtor-in-possession

- **Broad definition of Insured Person** - includes past, present or future directors, officers, members of an Advisory Board, managing member, general partner, member of the board of managers or equivalent executive, in-house general counsel or risk manager

- **Broad definition of Subsidiary** - definition of subsidiary includes any majority owned corporations, limited liability companies or not-for-profit organizations under management control of the named insured

- **Automatic coverage for newly created or acquired Subsidiaries** with no mid term acquisition thresholds

- **Broad definition of Claim** includes:
  - Written demand for monetary damages or non monetary damages or injunctive relief
  - Civil, criminal proceedings, formal administrative and regulatory proceedings
  - Arbitration or mediation proceedings
  - Written request to toll or waive statute of limitations
  - Service of subpoena on an Insured Person pursuant to a formal administrative or regulatory proceeding
  - A civil, criminal, administrative or regulatory investigation of an Insured Person upon receipt of a target letter or other written notice from an investigating authority

- **Optional Supplemental Executive Non Indemnified Liability Coverage (“Side A”) Limit** (Private Companies Only)

- **Coverage for Investigative Costs arising out of a Shareholder Derivative Demand** available (Private Companies Only)

- **Optional separate limits for Defense Costs**
  - Defense Costs allocation for Liability Coverage Sections
  - 100% per-determined allocation of defense expenses for claims against any Insured consisting of Loss that is and not covered by policy

- **Settlement Provision** contains no “hammer clause”

- **Broad definition of Loss**
  - Coverage for punitive, exemplary and multiplied damages and fines and penalties for unintentional conduct
  - Includes Foreign Corrupt Practices Act civil fines and penalties

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This material does not amend or otherwise affect, the provisions of coverage of any insurance policy issued by V3 Insurance Partners. It is not a representation that coverage does or does not exist for any particular claim or loss under such policy. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy provisions and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.
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- Severability
  - Full Severability of application for Insured Persons
  - Fully non rescindable Policy
  - Full severability of fraudulent, criminal or willful conduct and personal profiteering exclusions

- Outside Directorship Liability Coverage
  - Automatic coverage for Insured Persons who serve as a director, officer, trustee or functional equivalent in an outside director capacity for any not-for-profit organization
  - Ability to schedule service on boards of for-profit organizations

- Spousal and Domestic Partner extension

- Worldwide Coverage - applies to claims made and wrongful acts occurring anywhere in the world where legally permissible

- Exclusions include carvebacks for:
  - Security holder derivative claims regarding the pollution and professional services exclusion
  - Mechanism provided if Insured seeks crowdfunding coverage pursuant to the JOBS Act of 2012
  - Bankruptcy trustees regarding the insured vs insured exclusions
  - Claims brought by directors or officers who have not served in the past two years regarding the insured vs insured exclusion

- Extended reporting period:
  - 90 day post policy reporting window
  - Bilateral reporting period option-available if insurer or named insured cancels or fails to renew
  - Run off extended reporting period option-available for a predetermined premium upon change of control of named insured

- Non-cancelable by Insurer - except for non-payment of premium

- Order of payments protecting personal assets first

- Choice of counsel