

ProResponse Member Benefits

UE Member:

Benefit Period: 00/00/0000 to 00/00/0000

ProResponse is a member benefit of United Educators (UE) and is not part of your insurance coverage. To remain eligible, you must renew your package policy (Educators Legal Liability and General Liability) with UE. You will lose this benefit if you cancel or non-renew either line. Because ProResponse is a benefit, it may be terminated or amended at any time in UE's sole discretion.

I. Schedule of Benefits

We will reimburse the UE Member (or pay on behalf of the UE Member at our sole option) **ProResponse Costs** resulting from a **ProResponse Event** first commencing during the **Benefit Period** and reported to us as required herein.

The aggregate **ProResponse Limit** for all **ProResponse Costs** within a **Benefit Period** is \$75,000, subject to the following limits for each specific benefit defined below:

- A. **Crisis Communications:** \$75,000, with \$15,000 available without our prior approval and an additional \$60,000 available with our prior written approval and solely at our discretion.
- B. **Grief Counseling:** \$75,000, with \$15,000 available without our prior approval and an additional \$60,000 available with our prior written approval and solely at our discretion.
- C. **Threat Assessment:** \$10,000.
- D. **Sexual Misconduct Investigation:** Up to \$10,000 for a single **Sexual Misconduct Investigation** in the **Benefit Period**. The UE Member may only use this benefit for one **Sexual Misconduct Investigation** in the **Benefit Period**, regardless of whether that one investigation uses the entire \$10,000 limit.

II. Definitions

- A. **Crisis Communications** means the drafting and delivering of critical information to the public by a **Crisis Communications Provider** in response to a **ProResponse Event**.
- B. **Crisis Communications Provider** means any firm with demonstrated experience in crisis communications. **Crisis Communications Provider** does not include any firm providing the UE Member with legal advice.
- C. **Grief Counseling** means grief/trauma counseling services by a **Grief Counseling Provider** for the UE Member's students, faculty, staff or the decedent's immediate family.
- D. **Grief Counseling Provider** means the Grief Counseling firm listed at www.ue.org.
- E. **ProResponse Costs** means fees and expenses the UE Member incurs for (i) **Crisis Communications**, (ii) **Grief Counseling**, (iii) **Threat Assessment** or (iv) a **Sexual Misconduct Investigation** in response to a **ProResponse Event**, subject always to UE's

approval where required herein, the **ProResponse Limit** and the applicable limits for each specific benefit set forth in the Schedule of Benefits.

ProResponse Costs do not include, and this benefit does not pay for:

1. any legal fees, costs, or damages;
2. any retainer fee;
3. the costs of notifying individuals who are the subject of the loss or theft of a natural person's identity information;
4. any salaries or expenses of the UE Member's staff;
5. costs of developing or implementing training programs or process reviews;
6. web development or technology costs; or
7. any contracted services performed prior to the **ProResponse Event**.

F. **ProResponse Event** means:

1. the actual or imminent publication of information regarding an actual or threatened event or interrelated series of events that in the reasonable judgment of the UE Member, has or would have a material, harmful effect on the UE Member's reputation, standing and support in the community;
2. a death in the UE Member's community; or
3. an actual or threatened event that may reasonably result in harm to the UE Member's community and which, in the reasonable judgment of the UE Member, requires the assistance of a **Crisis Communications Provider, Threat Assessment Provider or Sexual Misconduct Investigation Provider**.

ProResponse Event does not include:

1. any matter, fact or circumstance that occurred when the UE Member was not covered by both a General Liability Policy and an Educators Legal Liability Policy issued by UE; or
2. any Claim previously reported to us under any UE Policy.

G. **ProResponse Limit** means the maximum amount provided by this benefit to pay in the aggregate for all **ProResponse Costs** attributed to all **ProResponse Events** that arise in any single **Benefit Period**. The **ProResponse Limit** is not subject to any deductible or retention.

H. **Threat Assessment** means the assistance or consultation with the UE Member by a **Threat Assessment Provider** when the UE Member determines there is an actual or potential threat of physical harm to the campus or to any member of the campus community.

- I. **Threat Assessment Provider** means the **Threat Assessment** firm listed at www.ue.org.
- J. **Sexual Misconduct Investigation** means a formal investigation, in accordance with the UE Member's policies and procedures, by a **Sexual Misconduct Investigation Provider** into an allegation of sexual misconduct by a member of the campus community. **Sexual Misconduct Investigation** does not include:
 - a. participation in any adjudicatory process under the member's misconduct policies, including but not limited to serving as a hearing officer or panel participant, student advocate, ombudsman or similar role;
 - b. the training of any campus personnel; or
 - c. the drafting of student misconduct codes or policies.
- K. **Sexual Misconduct Investigation Provider** means any **Sexual Misconduct Investigation** firm selected or approved by UE. The UE Member must contact us to obtain the name of an approved provider prior to engaging a **Sexual Misconduct Investigation Provider**.

III. Conditions

- A. As a condition to receiving reimbursement from UE for a **Sexual Misconduct Investigation**, the UE Member must provide UE a copy of any investigation report it receives within 14 days of receipt of such report.
- B. A **ProResponse Event** begins when the UE Member first becomes aware of a **ProResponse Event** during the **Benefit Period**. Under no circumstances shall more than one **ProResponse Limit** be available for a single **ProResponse Event**.
- C. The UE Member must notify UE in writing as soon as possible after becoming aware of a **ProResponse Event** and absolutely no later than 10 days following the **ProResponse Event**. The UE Member must provide particulars sufficient to identify the person(s) or organization(s) involved in the **ProResponse Event** and such reasonably detailed information as we may request.
- D. UE payments under this benefit terminate:
 - 1. for all **ProResponse Costs**, (a) at the point when UE determines that all feasible steps have been taken to resolve or address the **ProResponse Event**, (b) upon the exhaustion of the aggregate **ProResponse Limit** for a **Benefit Period**, or (c) upon the exhaustion of the applicable limit for each specific benefit in a **Benefit Period**, whichever is earlier;
 - 2. for **ProResponse Costs** incurred for **Crisis Communications**, thirty (30) days after the applicable **ProResponse Event**; and

3. for **ProResponse Costs** incurred for **Grief Counseling**, sixty (60) days after a death in the UE Member's community.
- E. The use of a any **Crisis Communications Provider, Grief Counseling Provider, Threat Assessment Provider** or **Sexual Misconduct Investigation Provider** by the UE Member or any payment made by us under this benefit does not constitute an indication of coverage under any insurance policy issued by UE.