

Important Policy Information Enclosed

Nonprofit Information
POLICY NO: 02-CP-0021050-01-19 Member ID :0021050 Billing Account Number:10014913 Missing in America-Veterans Recovery Program Loudon, TN, 37774

Attention NIA Member: Here's what you need to know

This document contains information about your organization's insurance policies.

These policies and more information are available at <https://secure.insurancefornonprofits.org>.

For login assistance, contact memberservices@insurancefornonprofits.org

Who to contact

Your insurance broker is available to service your account requests for things such as certificates of insurance, endorsements, questions about your coverage, claims, policy renewals, etc.

Insurance Broker:

Hollida Insurance Agency LLC
1018 S. Westwood Suite 3
Poplar Bluff, MO 63901

Johnny R. Howe
jhowe@hollidains.com
5737279700

Claims

For the Insured: To report a claim, contact your insurance broker noted above.

For the Broker: Submit complete Loss Accords and claim materials to NewClaims@insurancefornonprofits.org.

Claims information including links to incident reporting forms and FAQs are available at:

<https://insurancefornonprofits.org/claims>

EMERGENCY SITUATIONS AFTER BUSINESS HOURS ONLY (5 pm PT or later)

If you need to report a claim during non-business hours and cannot reach your broker, call 1-866-718-1947.

This number should only be used for true claims emergencies.

Risk Management Services

To help you keep people and property out of harm's way, preserve your nonprofit's reputation and enable you to save money for your mission, NIA provides you with access to an array of free, discounted, and highly subsidized risk management services.

These services include risk management consulting, training and education resources, risk management resources, access to a discount purchasing program, and more.

For a full catalog of all the resources available to your organization, access the **Member Resources Guide** here: <https://guide.insurancefornonprofits.org>

Billing

Your policy payments are payable to AMS.*

View the Direct Bill Payment Plans here: <https://secure.insurancefornonprofits.org/Member-Billing.cfm>

Make a Payment or set up automatic payments here:

<https://secure.insurancefornonprofits.org/AMSCentral/MemberPayments.cfm>

Billing account number (referenced on page 1) must be referenced on payments.

For billing questions, email billing@insurancefornonprofits.org

*Alliance Member Services, a management company that processes payments for NIA insurers.

IMPORTANT INFORMATION ABOUT YOUR RENEWAL POLICY

Thank you for renewing your policy with a company within the Nonprofits Insurance Alliance Group.

Because your policy met our eligibility criteria, your broker elected to have your policy automatically renewed. Please review this renewal policy carefully because it may contain terms and conditions that are different to or absent from your previous policy or policies.

Please confirm your policy is accurate. It is especially important to consider any changes since your last policy renewal. This could include buying or selling property, hiring employees for the first time, buying or selling vehicles, changes in location, and adding or changing programs or operations. If your agency has changed since your last renewal, please consider if those changes impact your insurance coverage.

If you have questions or need to make corrections to your policy, please contact your insurance broker.

We offer many coverages specifically designed for the nonprofit sector. If you feel you may not be adequately covered or simply would like to learn more about our coverages, please talk to your insurance broker or visit our website at www.insurancefornonprofits.org.

Thank you.



Part of Nonprofits Insurance Alliance (NIA)

NONPROFITS OWN®

COMMERCIAL LINES COMMON DECLARATION

MEMBER ID: 0021050

POLICY NO: 02-CP-0021050-01-19

NAMED INSURED AND MAILING ADDRESS

Missing in America-Veterans Recovery Program
150 Hillcrest River Dr
Loudon, TN 37774

PRODUCER AND MAILING ADDRESS

Hollida Insurance Agency LLC
1018 S. Westwood Suite 3
Poplar Bluff, MO 63901

POLICY PERIOD: FROM **07/09/2026** TO **07/09/2027** AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

	TRANSACTION PREMIUM	
COMMERCIAL GENERAL LIABILITY COVERAGE - OCCURRENCE	\$	950
EMPLOYEE BENEFITS LIABILITY COVERAGE	\$	NOT COVERED
BUSINESS AUTO LIABILITY COVERAGE	\$	626
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE	\$	NOT COVERED
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE	\$	NOT COVERED
BOARD AND EXECUTIVE LIABILITY COVERAGE	\$	705
LIQUOR LIABILITY COVERAGE		INCLUDED
TERRORISM COVERAGE (Certified Acts)		INCLUDED
POLICY PREMIUM	\$	2,281

NOTICE:

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Part of Nonprofits Insurance Alliance (NIA)

NONPROFITS OWN®

DECLARATION

POLICY NO: 02-CP-0021050-01-19
INSURED: MISSING IN AMERICA-VETERANS
RECOVERY PROGRAM

EFFECTIVE DATE: 07/09/2026
PRODUCER: HOLLIDA INSURANCE AGENCY LLC

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ARE ISSUED TO FORM A PART THEREOF, AND COMPLETE THE ABOVE NUMBERED POLICY.

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COMMERCIAL GENERAL LIABILITY COVERAGE DECLARATION

MEMBER ID: 0021050

POLICY NO: 02-CP-0021050-01-19

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150 Hillcrest River Dr
Loudon, TN 37774

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COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE

GENERAL AGGREGATE	\$3,000,000	
PRODUCTS – COMPLETED OPERATIONS AGGREGATE	\$3,000,000	
PERSONAL INJURY & ADVERTISING INJURY	\$1,000,000	
EACH OCCURRENCE	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$500,000	any one premises
MEDICAL EXPENSE	\$20,000	any one person

06/04/2026

BY



(AUTHORIZED REPRESENTATIVE)

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NIA- DEC GL

DECLARATION

POLICY NO: 02-CP-0021050-01-19	EFFECTIVE DATE: 07/09/2026
INSURED: Missing in America-Veterans Recovery Program	PRODUCER: Hollida Insurance Agency LLC

TERRORISM PREMIUM:	\$2
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TOTAL TRANSACTION PREMIUM:	\$950
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Schedule of Classification(s) and/or Location(s) of all Premises you own, rent or occupy:

<u>LOC NO.</u>	<u>ADDRESS</u>	<u>CLASSIFICATION</u>	<u>PREMIUM BASIS</u>	<u>EXPOSURE</u>	<u>PREMIUM</u>
1	396 Catalina Bay Drive, Sunrise Beach, MO 65079	61227/Buildings or Premises - office - Not Otherwise Classified (Not-For-Profit)	Square Feet	100	\$27

**ADDITIONAL OPERATIONS-
FUNDRAISER & EVENTS**

<u>EVENT #</u>	<u># OF ATTENDEES PER DAY</u>	<u>DESCRIPTION OF EVENT</u>	<u>PREMIUM</u>
1	1	Funeral Escorts - Daily Attendance	\$50

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT:	\$3
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BALANCE TO MINIMUM PREMIUM:	\$868
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06/04/2026

BY 
(AUTHORIZED REPRESENTATIVE)

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NIA- DEC GL



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NONPROFITS OWN®

DECLARATION

POLICY NO: 02-CP-0021050-01-19

INSURED: Missing in America-Veterans Recovery Program

EFFECTIVE DATE: 07/09/2026

PRODUCER: Hollida Insurance Agency LLC

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06/04/2026

BY

A handwritten signature in black ink, appearing to read "Pamela C. R.", is written over a horizontal line.

(AUTHORIZED REPRESENTATIVE)

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NIA- DEC GL

COMMERCIAL LIQUOR LIABILITY COVERAGE DECLARATION

MEMBER ID: 0021050

POLICY NO: 02-CP-0021050-01-19

NAMED INSURED AND MAILING ADDRESS

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Loudon, TN 37774

PRODUCER AND MAILING ADDRESS

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LIMITS OF COVERAGE	
GENERAL AGGREGATE LIMIT	\$1,000,000
EACH COMMON CAUSE LIMIT	\$1,000,000

The limits listed on this declaration page may conflict with limits required by a state other than the principle operating state. In the event a Liquor Liability "Change" endorsement is attached to this insurance Policy, the limits listed on the Liquor Liability "Change" endorsement will take precedence and apply.

06/04/2026

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NIA-DEC LL



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DECLARATION

POLICY NO: 02-CP-0021050-01-19

INSURED: Missing in America-Veterans Recovery Program

EFFECTIVE DATE: 07/09/2026

PRODUCER: Hollida Insurance Agency LLC

TRANSACTION PREMIUM:

INCLUDED

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NIA-DEC LL

BUSINESS AUTO LIABILITY COVERAGE DECLARATION

MEMBER ID: 0021050

POLICY NO: 02-CP-0021050-01-19

ITEM ONE

NAMED INSURED AND MAILING ADDRESS

Missing in America-Veterans Recovery Program
150 Hillcrest River Dr
Loudon, TN 37774

PRODUCER AND MAILING ADDRESS

Hollida Insurance Agency LLC
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Poplar Bluff, MO 63901

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NIA-DEC CA

RENEWAL DECLARATION

QUOTE/POLICY 02-CP-0021050-01-19

INSURED: Missing in America-Veterans Recovery Program

EFFECTIVE DATE: 07/09/2026

PRODUCER: Hollida Insurance Agency LLC

ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS	PREMIUM
8	Hired/Borrowed Auto	\$1,000,000	\$90
9	Non Owned Liability	See Item Five For Non Owned Liability	\$536
	Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		0
	ESTIMATED POLICY PREMIUM		\$626.00
	*This policy may be subject to final audit		

06/04/2026

BY



(AUTHORIZED REPRESENTATIVE)

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RENEWAL DECLARATION

QUOTE/POLICY 02-CP-0021050-01-19

INSURED: Missing in America-Veterans Recovery Program

EFFECTIVE DATE: 07/09/2026

PRODUCER: Hollida Insurance Agency LLC

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ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS.

LIABILITY INSURANCE-RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
MO	\$1,000	2.33		\$23
Total Premium				\$23

COVERAGE TYPE	BALANCE TO MINIMUM PREMIUM
Cost Of Hire Rating Basis For Autos Not Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)	\$67

Total Hired Borrowed Auto Premium	\$90
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06/04/2026

BY

Samuel C. Q.

(AUTHORIZED REPRESENTATIVE)

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NIA-DEC CA

RENEWAL DECLARATION

QUOTE/POLICY 02-CP-0021050-01-19

INSURED: Missing in America-Veterans Recovery Program

EFFECTIVE DATE: 07/09/2026

PRODUCER: Hollida Insurance Agency LLC

**ITEM FIVE – SCHEDULE FOR NON-OWNERSHIP LIABILITY
STATE: MO**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	LIMIT	DEDUCTIBLE	PREMIUM
Social Service Agencies	Number of Employees	5	\$1,000,000		\$426
	Number of Volunteers	10	\$1,000,000		\$110
Total Premium					\$536

THIS IS NOT A BILL – Invoice to follow.

PREMIUM	\$626
TOTAL ADDITIONAL AMOUNT	\$626

06/04/2026

BY

Pamela C. Q.

(AUTHORIZED REPRESENTATIVE)

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NIA-DEC CA

BOARD AND EXECUTIVE LIABILITY DECLARATIONS

MEMBER ID: 0021050

POLICY NO: 02-CP-0021050-01-19

ITEM 1: NAMED INSURED AND MAILING ADDRESS

Missing in America-Veterans Recovery Program
150 Hillcrest River Dr
Loudon, TN 37774

PRODUCER AND MAILING ADDRESS

Hollida Insurance Agency LLC
1018 S. Westwood Suite 3
Poplar Bluff, MO 63901

3362

ITEM 2: POLICY PERIOD: FROM **07/09/2026** TO **07/09/2027** AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

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ITEM 3: DIRECTORS AND OFFICERS LIMITS OF LIABILITY:

AGGREGATE LIMIT	\$	2,000,000
EACH CLAIM LIMIT	\$	1,000,000
DEDUCTIBLE	\$	0
COVERAGE PREMIUM	\$	528
ADDITIONAL EXPOSURE PREMIUM	\$	N/A
PRIOR WRONGFUL ACTS PREMIUM	\$	N/A
DIRECTORS & OFFICERS TRANSACTION PREMIUM	\$	528

06/04/2026

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NIA-DEC BE

BY



(AUTHORIZED REPRESENTATIVE)

DECLARATION

POLICY NO: 02-CP-0021050-01-19
INSURED: MISSING IN AMERICA-VETERANS
RECOVERY PROGRAM

EFFECTIVE DATE: 07/09/2026
PRODUCER: HOLLIDA INSURANCE AGENCY LLC

ITEM 3: FIDUCIARY LIMITS OF LIABILITY:

AGGREGATE LIMIT	\$	2,000,000
EACH CLAIM LIMIT	\$	1,000,000
DEDUCTIBLE	\$	0
COVERAGE PREMIUM	\$	176
ADDITIONAL EXPOSURE PREMIUM	\$	N/A
PRIOR WRONGFUL ACTS PREMIUM	\$	N/A
FIDUCIARY TRANSACTION PREMIUM	\$	176

TERRORISM PREMIUM:

BALANCE TO MINIMUM PREMIUM: \$1

TOTAL TRANSACTION PREMIUM: \$705

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NIA-DEC BE

EVIDENCE OF MEMBERSHIP

Alliance of Nonprofits for Insurance, Risk Retention Group (ANI)

Pursuant to the Articles of Incorporation and Amended and Restated Bylaws ["Bylaws"] of Alliance of Nonprofits for Insurance Risk Retention Group, Inc. ["the Corporation"], this Certificate provides evidence of membership to

Missing in America-Veterans Recovery Program

as a Member of the Corporation during such time as it satisfies all the requirements for eligibility for membership as set forth in Article II, Section 1 of the Bylaws. The term of membership is set forth in Article II, Section 2 of the Bylaws.

A Member may not transfer its membership or any rights arising therefrom except in accordance with Article II, Section 4 of the Bylaws.

The rights of Members to elect Directors, to vote on matters submitted to the membership of the Corporation for decision and to attend meetings of the Corporation are all as further set forth in Article II of the Bylaws.

A copy of the Bylaws of the Corporation is available online at www.insurancefornonprofits.org

FORMS SCHEDULE

ACCOUNT NUMBER: 0021050

POLICY NO: 02-CP-0021050-01-19

NEW RENEWAL OF: 02-CP-0021050-01-18

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NOTE: THIS LIST OF FORMS IS NOT PART OF THE ACTUAL POLICY, BUT IS FOR YOUR INFORMATION ONLY. PLEASE REFER TO THE POLICY(S) FOR ACTUAL LIMITS, COVERAGES AND EXCLUSIONS.

INTERLINE FORMS		APPLICABLE COVERAGE PARTS
IL0017 11-98	Common Policy Conditions	Commercial Auto, General Liability
IL0021 09-08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Commercial Auto, General Liability
IL0990 01-15	Missouri - Disclosure Pursuant To Terrorism Risk Insurance Act	General Liability
IL0274 02-13	Missouri Changes - Cancellation And Nonrenewal	General Liability
NIA-ILP001 01-04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	Commercial Auto, DO, General Liability

COMMERCIAL GENERAL LIABILITY FORMS	
CG0001 04-13	Commercial General Liability Coverage Form
CG0033 04-13	Liquor Liability Coverage Form
CG2005 12-19	Additional Insured - Controlling Interest
CG2020 11-85	Additional Insured - Charitable Institutions
CG2021 07-98	Volunteer Workers

COMMERCIAL GENERAL LIABILITY FORMS	
CG2034 12-19	Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You
CG2106 12-23	Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or Information
CG2109 06-15	Exclusion - Unmanned Aircraft
CG2147 12-07	Employment-Related Practices Exclusion
CG2170 01-15	Cap On Losses From Certified Acts Of Terrorism
CG2196 03-05	Silica Or Silica-Related Dust Exclusion
CG2407 01-96	Products/Completed Operations Hazard Redefined
NIA-003 GL ANI 08-20	Member Criteria
NIA-003 LL ANI 08-20	Member Criteria
NIA-005 GL 07-15	Trampoline Bounce House - Exclusion
NIA-006 GL 06-18	Improper Sexual Conduct and Physical Abuse - Exclusion
NIA-009 GL 03-25	Vacant Building - Exclusion
NIA-011 GL 09-19	Fireworks - Exclusion
NIA-014 GL 12-93	Riot and Civil Unrest - Exclusion
NIA-015 GL 09-20	Blood Testing - Exclusion
NIA-022 GL 09-19	Asbestos - Exclusion
NIA-025B GL 01-25	AI - Food Contributions or Client Referrals
NIA-026B GL 01-25	Waiver of Subro with Schedule
NIA-028 GL 01-99	PD to Personal Property in Care Custody or Control - Exclusion
NIA-029 GL 12-09	Employee Personal Auto Reimbursement
NIA-033 GL 09-19	Mold and Fungus - Exclusion
NIA-033 LL 09-19	Mold and Fungus - Exclusion
NIA-034 GL 01-26	Elopement - Exclusion
NIA-039 GL 03-23	AI - Volunteer Workers
NIA-042 GL 09-19	Nuclear Chemical and Biological Hazards - Exclusion
NIA-042 LL 09-19	Nuclear Chemical and Biological Hazards - Exclusion
NIA-043 GL 11-23	Biometric and Personal Information - Exclusion
NIA-045 GL 01-26	Opioid - Exclusion
NIA-053 GL 06-24	Construction - Exclusion
NIA-056 GL 01-17	Liberalization
NIA-056 LL 02-12	Liberalization
NIA-060 GL 07-12	Volunteer Medical Payments
NIA-061B GL 01-25	AI - Primary and Non-Contrib. - Public Entities
NIA-069 GL 02-19	Fiscal Sponsor Limitation
NIA-070 GL 03-19	Fundraiser and Event Endorsement
NIA-072 GL 01-17	Other Insurance - Coverage C
NIA-074 GL 03-14	Mental Anguish Endorsement
NIA-079 GL 04-23	Professional Services - Exclusion
NIA-101 GL 05-20	Nonprofits OWN Enhancement Endorsement

COMMERCIAL GENERAL LIABILITY FORMS	
NIA-120 GL 09-19	Lead Liability - Exclusion
NIA-124 GL 03-23	Disclosure of Premium - for Certified Acts of Terrorism Coverage
NIA-180 GL 01-21	Communicable Disease - Exclusion
NIA-180 LL 03-25	Communicable Disease - Exclusion
NIA-195 GL 05-21	Discrimination - Exclusion
NIA-282 GL 12-21	Cyber Incident - Exclusion
NIA-342 GL 08-22	Anti-Stacking Condition
NIA-606 GL 12-23	Dog Bite Liability Sublimit
NIA-636 GL 01-25	Water Hazard Liability - Exclusion - Foster Person(s)
NIA-676 GL 01-26	Habitability - Exclusion
NIA-CG 20 10 12-19	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
NIA-CG 20 11 12-19	Additional Insured - Managers Or Lessors Of Premises
NIA-CG 20 12 04-13	Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations
NIA-CG 20 18 04-13	Additional Insured - Mortgagee, Assignee Or Receiver
NIA-CG 20 26 12-19	Additional Insured - Designated Person Or Organization
NIA-CG 20 37 12-19	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
CG0134 08-03	Missouri Changes - Pollution Exclusion
CG2625 04-05	Missouri Changes - Guaranty Association
CG2650 04-13	Missouri Changes - Medical Payments
NIA-237 GL 03-23	Missouri Disclosure of Premium

COMMERCIAL AUTOMOBILE FORMS	
CA0001 11-20	Business Auto Coverage Form
CA0444 10-13	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
CA2055 10-13	Fellow Employee Coverage
CA2384 10-13	Exclusion Of Terrorism
CA2385 10-13	Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism
CA9933 10-13	Employees As Insureds
NIA-003 BA ANI 08-20	Member Criteria
NIA-012 BA 03-23	Non-ownership Liability Coverage for Volunteer
NIA-033 BA 09-19	Mold and Fungus - Exclusion
NIA-038 BA 03-23	Social Service Agencies - Volunteers as Insureds
NIA-069 BA 02-19	Fiscal Sponsor Limitation
NIA-102 BA 01 01-25	Primary and Non-Contrib. - Designated Person or Org
NIA-180 BA 01-21	Communicable Disease - Exclusion
NIA-342 BA 08-22	Anti-Stacking Condition
CA0165 12-23	Missouri Changes
CA0219 01-16	Missouri Changes - Cancellation And Nonrenewal

COMMERCIAL AUTOMOBILE FORMS

NIA-114 BA 02-19	MO UM Select
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Board & Executive Liability - FID

NIA-003 BE ANI 09 20	Member Criteria - FID
NIA-042 BE 09 19	Nuclear Chemical and Biological Hazard - Exclusion - FID
NIA-128 BE 08 22	Exclusion of Certified Acts of Terrorism
NIA-200 FD 11 25	Fiduciary Liability Policy - ET
NIA-211 BE 11 25	Defense Costs - Labor Code 132a
NIA-213 BE 11 25	Punitive and Exemplary Damages
NIA-222 BE 11 25	Defense Costs Outside Limits - ET
NIA-282 BE 11 25	Cyber Incident - Exclusion

Board & Executive Liability - DO

NIA-003 BE ANI 09 20	Member Criteria - DO
NIA-042 BE 09 19	Nuclear Chemical and Biological Hazard - Exclusion - DO
NIA-124 BE 03 23	Disclosure of Premium - for Certified Acts of Terrorism Coverage - DO
NIA-128 BE 08 22	Exclusion of Certified Acts of Terrorism
NIA-200 DO 11 25	Directors and Officers Liability Policy - ET
NIA-211 BE 11 25	Defense Costs - Labor Code 132a
NIA-213 BE 11 25	Punitive and Exemplary Damages
NIA-222 BE 11 25	Defense Costs Outside Limits - ET
NIA-282 BE 11 25	Cyber Incident - Exclusion
NIA-637 BE 11 25	Water Hazard Liability - Exclusion - Foster Person(s)
NIA-676 BE 11 25	Habitability - Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION – EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Except for a "construction" project that has been underwritten by us with all construction-related underwriting information received, and for which any additional premium required by us has been paid, and is specifically scheduled on the policy, this insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or any claim for "damages" caused by, arising out of, or in any way related to the following:

1. Any "construction" conducted by you or on your behalf that is "ongoing";
2. Any "construction" conducted by you or on your behalf that is "completed";
3. "Your work" on any building, structure, or real property for which a claim relating to "construction" has been presented; or,
4. "Your work" which may need correction, replacement, or repair.

For specifically scheduled projects our coverage is excess to that of any other insurance available to an "insured" for "damages."

For purposes of this endorsement, "construction" will be deemed "ongoing" during the planning, preparation, construction, remodeling, or conversion phase.

For purposes of this endorsement, "construction" will be deemed "completed" at the earliest of the following times:

1. When all the work called for in the contract for "construction" has been "completed";
2. When all the work to be done at a specific job site has been "completed" if the contract for "construction" calls for work at more than one job site; or,
3. When that part of the work done at the job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

For the purpose of this endorsement, "construction" is defined as all "ongoing" or "completed" operations including, but not limited to, "your work" caused by, arising out of or in any way related to original construction, remodeling, development, demolition, roof repair or replacement, "mechanical system" repair or replacement, excavation, adaptation, conversion, and all other changes, structural and non-structural, to any building, structure, or real property that you own, lease, occupy, or borrow.

For the purpose of this endorsement, "mechanical systems" are defined as the building's heating, ventilation air conditioning (HVAC), electrical and wiring, and plumbing systems including well and septic.

For the purpose of this endorsement, "service and repair" shall mean making or keeping a structure, fixture, foundation, or equipment in proper condition and in its existing state, i.e., preventing its failure or decline.

For purposes of this endorsement, "your work" is defined to mean work or operations, both "ongoing" and "completed", performed by you or on your behalf and materials, parts or equipment furnished in connection with such work or operations. "Your work" is defined to include warranties or representation made at any time with respect to the fitness, quality, durability, performance, or use of "your work"; and the providing of or failure to provide warnings or instructions.

This exclusion does not apply to:

1. "Service or repair" of a building or structure which you own, lease, occupy or borrow; or,
2. "Construction" projects conducted by you or on your behalf for which the total, aggregate cost of time, labor and materials does not exceed \$10,000.00. If there is other insurance available to an "insured" for "damages" related to "construction" which are also covered by this policy and not excluded by this endorsement, our coverage is excess to that of the other insurance.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99**, the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:
 Commercial General Liability Coverage Part
 Commercial Property – Legal Liability Coverage Form **CP 00 40**
 Commercial Property – Mortgageholders Errors And Omissions Coverage Form **CP 00 70**
 Crime And Fidelity Coverage Part
 Employment-Related Practices Liability Coverage Part
 Equipment Breakdown Coverage Part
 Farm Liability Coverage Form
 Liquor Liability Coverage Part
 Pollution Liability Coverage Part
 Products/Completed Operations Liability Coverage Part
 Medical Professional Liability Coverage Part;

the following **Cancellation** and **Nonrenewal** Provisions apply:

Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - b.** 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1)** Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
 - (2)** Changes in conditions after the effective date of this policy which have materially increased the risk assumed;

- (3) We become insolvent; or
- (4) We involuntarily lose reinsurance for this policy;
- c. 60 days before the effective date of cancellation if we cancel for any other reason.

Nonrenewal

The following is added and supersedes any provision to the contrary:

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
 - b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- C. With respect to the:**
- Capital Assets Program (Output Policy) Coverage Part
 - Commercial Inland Marine Coverage Part
 - Commercial Property Coverage Part
 - Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Coverage Form
 - Farm – Livestock Coverage Form
 - Farm – Mobile Agricultural Machinery And Equipment Coverage Form;
 - Paragraphs 1., 2., 3., 4. and 6. of the **Cancellation Common Policy Condition** are replaced by the following:

Cancellation, Nonrenewal And Decreases In Coverage

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
 - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
 - b. 30 days before the effective date of this action if for any other reason.
- 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of:

- a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
- b. Any other action will state the effective date of that action.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. With respect to all Coverage Parts addressed in this endorsement, Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:

- a. We will compute return premium pro rata and round to the next higher whole dollar when this policy is:

- (1) Cancelled by us or at our request;
- (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
- (3) Cancelled but rewritten with us or in our company group; or
- (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.

- b. When this policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium (or 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part), rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.

The refund will be less than 90% of the pro rata unearned premium (or less than 75% of the pro rata unearned premium for the Equipment Breakdown Coverage Part) if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.

MISSOURI – DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I			
Terrorism Premium (Certified Acts) \$ 2 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): General Liability Coverage Part			
Additional information, if any, concerning the terrorism premium:			
SCHEDULE – PART II			
Federal share of terrorism losses	<u>85</u> %	Year: 20	<u>26</u>
(Refer to Paragraph B. in this endorsement.)			
Federal share of terrorism losses	<u>85</u> %	Year: 20	<u>27</u>
(Refer to Paragraph B. in this endorsement.)			
NOTE: The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

BUSINESS AUTO COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;

- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

14. Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of "unmanned aircraft".

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing And Labor

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:
- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:
- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance, provided that:

- 1. The Comprehensive or Specified Causes Of Loss Coverage deductible applies only to "loss" caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
- 2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils,

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or

(2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and

- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

- 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
 - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
 - F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
 - H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
 - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense";
- to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not:

- 1. Designed;
- 2. Manufactured; or
- 3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Missing in America-Veterans Recovery Program

Endorsement Effective Date: 07/09/2026

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Fellow Employee** Exclusion contained under the **Covered Autos Liability Coverage** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

Exclusion Of Terrorism

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D.** In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

b. When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

Exclusion Of Terrorism

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- C. In the event of any incident of "terrorism" that is not subject to this exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A named insured of the Alliance of Nonprofits for Insurance, RRG (ANI) must meet at least the following criteria:

1. is organized chiefly to provide charitable, religious, educational, or scientific services, but does not include a hospital;
2. is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNERSHIP LIABILITY COVERAGE FOR VOLUNTEERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

SCHEDULE

Description Of Covered Volunteer Activity(ies):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Changes In Covered Autos Liability Coverage

1. The following is added to **Who Is An Insured:**

Any "volunteer" is an "insured" while he or she is:

- a.** Engaged in the specified activity(ies) described in the Schedule; or
- b.** Acting on your behalf, if no activity is described in the Schedule;

and using a covered "auto" you don't own, hire or borrow. Anyone else who furnishes that "auto" to a "volunteer" is also an "insured", but only to the extent of liability arising out of the activities described in preceding Paragraphs **a.** and **b.**

2. The following exclusion is added:

This insurance does not apply to:

Volunteer Injury

"Bodily injury" to:

- a.** Any "volunteer" or any fellow "volunteer" of the "insured", if sustained while such "volunteer" is:
 - (1)** Engaged in the specified activity(ies) described in the Schedule; or
 - (2)** Acting on your behalf, if no activity is described in the Schedule.
- b.** The spouse, child, parent, brother or sister of that "volunteer" as a consequence of Paragraph **2.a.**

B. Additional Definitions

As used in this endorsement:

"Volunteer" means a person, who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD AND FUNGUS - EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

It is agreed that this policy does not apply to any claim, suit or cause of action for "damages" due to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or contributed to by mold, fungus or "microbial contamination";
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
 - b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of mold, fungus or "microbial contamination."

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or suit excluded under any provisions set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE AGENCIES – VOLUNTEERS AS INSURED

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the LIABILITY COVERAGE WHO IS AN INSURED provision:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FISCAL SPONSOR LIMITATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an Insured’s status as a “fiscal sponsor” until:

- a. The first Named Insured enters into a “fiscal sponsor agreement” arising out of or in connection with the First Named Insured’s status as a “fiscal sponsor” for that person, entity or organization; and
- b. The first Named Insured provides any underwriting information and pays any additional premium required by us.

This insurance does not apply to “bodily injury” or “property damage” that occurs before the first Named Insured enters into the “fiscal sponsor agreement” which is subject of the claim, loss, damage or expense or because of an offense that constitutes “personal and advertising injury” that is committed before the first Named Insured enters into the “fiscal sponsor agreement” which is the subject of the claim, loss, damage or expense.

If there is other insurance available to any party pursuant to a “fiscal sponsor agreement” for “bodily injury,” “property damage,” or “personal and advertising injury” which are covered by this endorsement, including but not limited to a duty to defend the first Named Insured by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

“Fiscal sponsor” is defined to mean the first Named Insured’s status as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a “fiscal sponsor agreement”; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

“Fiscal sponsor agreement” is defined as a written contract or agreement by the first Named Insured with a person, entity and/or organization in which the first Named Insured agrees to serve as a “fiscal sponsor” for such person, entity or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AI - PRIMARY AND NON-CONTRIBUTARY – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributing with the insurance afforded by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE - EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", or "property damage" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "insured" in:
 - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
 - b. Testing for a "communicable disease"; and/or
 - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
 - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING CONDITION

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

Section IV – BUSINESS AUTO CONDITIONS, Subsection B General Conditions, Provision 8 Two Or More Coverage Forms Or Policies Issued By Us is replaced with the following:

8. a. **No coverage** shall be afforded by this policy to an “Insured”, other than the First Named Insured identified in the policy Declarations to which this endorsement is attached, if coverage for the claim or “suit” is afforded under any other policy issued by us to that other “Insured”.
- b. Subject to a. above, if coverage is afforded by this policy, which damages are also covered under any other coverage form within a policy issued by us, the aggregate maximum limit of insurance under all coverages within all policies issued by us applicable to the claim or “suit”, shall not exceed the highest applicable Limit of Insurance under any one coverage within any one policy. We shall, at our discretion identify the policy to which coverage for the submitted claim applies, and such policy shall be the sole and only policy written by us applicable to all such damages, regardless of the number of “Insureds”, claimants, claims or “suits”.

Condition 8. a. above **does not apply**:

1. To any “Insured”, with whom the First Named Insured has agreed to indemnify under a contract or agreement for damages because of “bodily injury” or “property damage” for the claim or “suit”.
2. To any coverage afforded within a policy issued by us to an “Insured” which specifically applies as excess insurance over the coverage included within the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Missouri, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to **Supplementary Payments:**

Prejudgment interest awarded against the "insured" on the part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

B. Changes In Covered Autos Liability Coverage

1. Paragraph **2.b.(4)** of the **Who Is An Insured** provision in the Auto Dealers Coverage Form is replaced by the following:

(4) Your customers. However, those customers are "insureds" up to the compulsory or financial responsibility law limits where the covered "auto" is principally garaged.

2. The following is added to Paragraph **1.b.** of the **Who Is An Insured** provision in the Business Auto Coverage Form and Paragraph **2.b.** of the **Who Is An Insured** provision in the Auto Dealers Coverage Form:

(6) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an "auto".

3. The following is added to Paragraph **1.b.** of the **Who Is An Insured** provision in the Motor Carrier Coverage Form:

(7) If you are an individual, any member of your household, other than your spouse, who is related to you by blood or adoption, including a ward or foster child, who owns an "auto".

4. If your business is other than selling, repairing or servicing "autos", the **Care, Custody Or Control** Exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving an "auto" loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos" as a temporary substitute for an "auto" you own.

C. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

If you and we disagree on the amount of "loss", both parties may agree to an appraisal of the "loss" and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

With respect to Covered Autos Liability Coverage, this condition only applies in excess of the minimum limits of liability required by the Missouri Financial Responsibility Laws.

3. If your business is other than selling, repairing or servicing "autos", the following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

Covered Autos Liability Coverage is primary for any temporary substitute for an "auto" you own if the substitute "auto" is operated by an "insured" and is loaned to you, with or without consideration, by a person engaged in the business of selling, repairing or servicing "autos".

4. If your business is selling, repairing or servicing "autos", the following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

Covered Autos Liability Coverage is excess for any "auto" you own if operated by a customer to whom you have loaned the "auto", with or without consideration, as a temporary substitute for an "auto" owned by the customer.

- D. The following provision is added:

Missouri Property And Casualty Insurance Guaranty Association Coverage Limitations

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.

2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:

- a. Claims covered by the Association do not include a claim by or against an "insured" of an insolvent insurer, if the "insured" has a net worth of more than \$25 million on the later of the end of the "insured's" most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an "insured's" net worth on such date shall be deemed to include the aggregate net worth of the "insured" and all of its affiliates as calculated on a consolidated basis.

- b. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable Limit of Insurance of the policy from which a claim arises; or
- (2) Return to an "insured" any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** If you are an individual, partnership or limited liability company and a covered "auto" you own is of the "private passenger type", and this Policy covers fewer than five "autos" and does not insure the motor vehicle hazard of garages, motor vehicle sales agencies, repair shops, service stations or public parking places, the Cancellation Common Policy Condition does not apply to that "auto". The following condition applies instead:

Ending This Policy

1. Cancellation

- a.** You may cancel the Policy by returning it to us or by giving us advance notice of the date cancellation is to take effect.
- b.** If this Policy has been in effect for 60 days or less and is not a renewal or continuation policy, we may cancel for any reason. If we cancel, we will mail you at least 10 days' notice.
- c.** When this Policy has been in effect for more than 60 days or is a renewal or continuation policy, we may cancel only for one or more of the following reasons:
 - (1)** Nonpayment of premium. If we cancel for this reason, we will mail you at least 10 days' notice.

- (2)** If you are an individual, partnership or limited liability company and your driver's license has been suspended or revoked during the policy period. If we cancel for this reason, we will mail you at least 60 days' notice. However, we may not cancel if you are more than one person, but only one person's license has been suspended or revoked. Instead we may exclude coverage for that person while operating a covered "auto" during a period of suspension or revocation.
- (3)** If you are an individual, we replace this Policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this Policy is cancelled, and will end a year after this Policy begins or on this Policy's expiration date, whichever is earlier.
- d.** If this Policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. The following provisions govern calculation of return premium:
 - (1)** We will compute return premium pro rata and round to the next higher whole dollar when this Policy is:
 - (a)** Cancelled by us or at our request;

- (b) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
 - (c) Cancelled but rewritten with us or in our company group; or
 - (d) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
- (2) When this Policy is cancelled at your request (except when Paragraph (1)(b), (1)(c) or (1)(d) applies), we will return 90% of the pro rata unearned premium rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
- (3) When this Policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
- (a) Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
 - (b) Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force as determined by Paragraph (3)(a) rounded to the next higher whole dollar.
 - (c) Pro rata unearned premium will be determined by subtracting Paragraph (3)(b) from Paragraph (3)(a).
 - (d) The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
 - (e) Calculate the short rate earned premium by adding Paragraphs (3)(b) and (3)(d).
 - (f) If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
 - (g) If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.
- e. The effective date of cancellation stated in the notice shall become the end of the policy period.
 - f. Our notice of cancellation will state the actual reason for cancellation unless the cancellation is due to nonpayment of premium.
- ## 2. Nonrenewal
- a. If we decide not to renew or continue this Policy, we will mail you notice at least 60 days before the end of the policy period. If the policy period is other than one year, we will have the right not to renew or continue it only at the anniversary of its original effective date. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
 - b. If we fail to mail proper notice of nonrenewal and you obtain other insurance, the coverages provided by this Policy will end on the effective date of any similar coverages provided by the other insurance.
 - c. Our notice of nonrenewal will state the actual reason for nonrenewal unless the nonrenewal is due to nonpayment of premium.
- ## 3. Mailing Of Notices
- Any notice of cancellation or nonrenewal will be mailed by United States Postal Service certificate of mailing, first-class mail using Intelligent Mail barcode (IMb), or another mail tracking method used, approved, or accepted by the United States Postal Service to your last known mailing address. Proof of mailing of any notice will be sufficient proof of notice.
- B.** For "autos" not described in Paragraph **A.** above:
- 1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
 - 2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;

- b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1) Fraud or material misrepresentation affecting this Policy or a claim filed under this Policy or a violation of any of the terms or conditions of this Policy;
 - (2) Changes in conditions after the effective date of this Policy which have materially increased the risk assumed;
 - (3) We become insolvent; or
 - (4) We involuntarily lose reinsurance for this Policy;
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.
- 2. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
 - 5. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund. The following provisions govern calculation of return premium:
 - a. We will compute return premium pro rata and round to the next higher whole dollar when this Policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled because you no longer have a financial or insurable interest in the property or business operation that is the subject of this insurance;
 - (3) Cancelled but rewritten with us or in our company group; or
 - (4) Cancelled after the first year, if it is a prepaid policy written for a term of more than one year.
 - b. When this Policy is cancelled at the request of the first Named Insured (except when Paragraph a.(2), a.(3) or a.(4) applies), we will return 90% of the pro rata unearned premium rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multiyear prepaid policy, we will return the full annual premium for the subsequent years.
 - c. When this Policy is cancelled at the request of the first Named Insured and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:
 - (1) Final annual premium will be determined on the basis of the average value reported during the period in which the Policy was in effect.
 - (2) Pro rata earned premium will be determined based on the final annual premium for the number of days the Policy was in force as determined by Paragraph c.(1) rounded to the next higher whole dollar.
 - (3) Pro rata unearned premium will be determined by subtracting Paragraph c.(2) from Paragraph c.(1).
 - (4) The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.
 - (5) Calculate the short rate earned premium by adding Paragraphs c.(1) and c.(4).
 - (6) If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.
 - (7) If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.
- 3. The following is added and supersedes any provision to the contrary:

Nonrenewal

 - a. We may elect not to renew this Policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least 60 days prior to the effective date of the nonrenewal.
 - b. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MO UM SELECT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Missouri law permits you to make certain decisions regarding Uninsured Motorists Coverage. You should read this document carefully and contact us or your insurance agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to the coverage.

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident.

Uninsured Motorist (UM) coverage is mandatory in Missouri per statute MO ST 303.020. The minimum limit is \$50,000 for each accident, unless you select an optional higher limit. The limit options for UM in Missouri are shown below.

Limit	Initials	Limit	Initials
\$50,000		\$350,000	
\$60,000		\$400,000	
\$100,000		\$500,000	
\$125,000		\$600,000	
\$150,000		\$750,000	
\$200,000		\$1,000,000	
\$250,000		\$1,500,000	
\$300,000		\$2,000,000	

We make available the limits shown above, and ask that you initial next to the appropriate limit above and sign below.

Signature of Applicant / Named Insured

Title

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
DIRECTORS & OFFICERS

A named insured of the Alliance of Nonprofits for Insurance (ANI) must meet at least the following criteria:

1. is organized chiefly to provide charitable, religious, educational, or scientific services, but does not include a hospital;
2. is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM

FIDUCIARY

A named insured of the Alliance of Nonprofits for Insurance (ANI) must meet at least the following criteria:

1. is organized chiefly to provide charitable, religious, educational, or scientific services, but does not include a hospital;
2. is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD - EXCLUSION

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
DIRECTORS & OFFICERS

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD - EXCLUSION

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
FIDUCIARY

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF
TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM

DIRECTORS & OFFICERS

SCHEDULE

SCHEDULE – PART I

Terrorism Premium (Certified Acts)

(A) Premium through end of year (12/31/) \$

(B) Estimated Premium beyond the date specified above \$

(Refer to Paragraph **D.** in this endorsement.)

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

Board and Executive Liability Coverage If Applicable

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses	80	%
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(Refer to Paragraph **B.** in this endorsement.)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Possibility Of Additional Or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in Part I of the Schedule of this endorsement, unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) in Part I of the Schedule may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in (B) in Part I of the Schedule and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOARD AND EXECUTIVE LIABILITY CERTIFIED ACTS OF TERRORISM - EXCLUSION

The policy to which this endorsement is attached excludes coverage for losses arising from "certified acts of terrorism".

- A.** The following exclusion is added: This insurance does not apply to: **TERRORISM**
"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".
- B.** The following definitions are added:
1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
 2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

Board and Executive Liability Coverage Form Directors and Officers Liability Policy

CLAIM EXPENSES REDUCE THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Words and phrases that appear in all capital letters have special defined meanings. Please refer to Section III - Definitions.

Section I – Insuring Agreement

A. Coverage

The COMPANY shall pay on behalf of a MEMBER, subject to the Limits of Liability set forth in the Declarations, all sums which the MEMBER shall become legally obligated to pay as DAMAGES for CLAIMS resulting from a WRONGFUL ACT of the MEMBER or of any other person for whose WRONGFUL ACT the MEMBER is legally responsible, provided that:

1. Such WRONGFUL ACT is committed during the policy period; and
2. Such WRONGFUL ACT took place on or after the Retroactive Date set forth in the Declarations of this policy, if applicable, and prior to the expiration date of the POLICY PERIOD.

All DAMAGES for a CLAIM resulting from the same WRONGFUL ACT or INTERRELATED WRONGFUL ACTS will be considered as arising out of one WRONGFUL ACT which shall be deemed to have been committed on the date of the first such WRONGFUL ACT.

B. Defense

As part of and subject to the policy's Limits of Liability, the COMPANY shall have the right and duty to defend any CLAIM against the MEMBER to which this policy applies, even if the allegations of the CLAIM are groundless, false, or fraudulent. To the extent permissible under applicable law, the COMPANY has the right to appoint counsel and control the defense of any CLAIM to which this policy applies. The COMPANY's duty to defend ends upon exhaustion of the applicable Limit of Liability by the payment of DAMAGES and/or CLAIM EXPENSES. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

C. Investigation and Settlement

The COMPANY shall have the right to make any investigation, negotiation, or settlement of a covered CLAIM or WRONGFUL ACT reported under Section VI – Duties in the Event of a Claim that it deems appropriate. The COMPANY will pay all CLAIM EXPENSES incurred by the COMPANY and/or by the

MEMBER with the COMPANY's written consent in connection with any such investigation. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

Section II – Who is a Member

A. MEMBER means:

1. The ORGANIZATION identified in Item 1. of the Declarations. Any such ORGANIZATION must:
 - a. be organized chiefly to provide or fund charitable, religious, educational, scientific, health, or human services;
 - b. be an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any MEMBER which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the COMPANY of such determination and the effective date of such determination; and
2. Any natural person who was, is, or becomes duly elected as a director or trustee, or duly elected or appointed officer, committee member, employee, or volunteer of the ORGANIZATION, solely in his or her capacity as such. MEMBER also includes the spouse or DOMESTIC PARTNER of a director, trustee, officer, committee member, employee, or volunteer of the ORGANIZATION for a CLAIM arising solely out of his or her status as the spouse or DOMESTIC PARTNER of a MEMBER, provided, however, that no coverage shall be afforded for any CLAIMS(s) based on or arising out of a WRONGFUL ACT of that spouse or DOMESTIC PARTNER.

B. Extensions and Limitations

1. Estates and Legal Representatives

Subject otherwise to all the terms and conditions of this policy, coverage hereunder shall extend to CLAIMS(s) for a WRONGFUL ACT of a MEMBER who is deceased or against the estate, heirs, or legal representatives of such MEMBER.

2. Existing Subsidiary

To be covered under the terms and conditions of this policy, a SUBSIDIARY existing at the time of policy inception must be designated in Item 1. of the Declarations to this policy.

3. Newly Created or Acquired Subsidiary

- a. If any SUBSIDIARY which qualifies as a tax-exempt organization under the provision of Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this

policy, such SUBSIDIARY shall be included under the terms and conditions of this policy subject to:

- 1) the giving of written notice to US of such creation or acquisition as soon as practicable, but in no event more than 120 days following such creation or acquisition; and
- 2) the giving of any underwriting information and the payment of any additional premium required by US.

The status of an entity as a SUBSIDIARY will not be in effect until:

- 1) the receipt by US of the notice by the MEMBER of that entity's creation or acquisition by the MEMBER;
- 2) the production to US of underwriting information requested by US; and
- 3) the payment of any additional premium required by US.

- b. If any SUBSIDIARY which does not qualify as a tax-exempt organization under the provisions of the Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this policy, such SUBSIDIARY shall not be included under the terms and conditions of this policy until a MEMBER has:

- 1) given written notice of such creation or acquisition together with any underwriting information which may be required by US;
- 2) received written approval from US; and
- 3) paid any additional premium required.

4. Consolidation or Merger

In the event that the ORGANIZATION is acquired by merger, or consolidates with, or is merged into or acquired by any other organization or entity after the inception of this policy, immediate written notice, but in no event more than thirty (30) days following that merger, consolidation, or acquisition, shall be given to US, together with such information as WE may require. In order to continue the coverage extended by this policy, the ORGANIZATION must pay US any additional premium required by US as a result of that merger, consolidation, or acquisition.

Section III – Definitions

- A. "ADMINISTRATION" means giving information to employees about an EMPLOYEE BENEFIT PROGRAM, interpreting an EMPLOYEE BENEFIT PROGRAM, handling records, or enrolling an employee in an EMPLOYEE BENEFIT PROGRAM.
- B. "BIOMETRIC INFORMATION" means any unique physical, physiological, biological, or behavioral pattern or characteristic of an individual including, but not limited to, fingerprints, handprints, retina or iris scans, face scans or images, vein patterns, and voice recordings.

- C. "BODILY INJURY" means bodily injury, sickness, disease, or death, including emotional distress or mental anguish sustained by a person.
- D. "CLAIM" means a written demand received by the MEMBER for DAMAGES which alleges a WRONGFUL ACT, including:
1. the service of a complaint or lawsuit, or the commencement of any civil or administrative proceeding, including appeals therefrom;
 2. the institution of arbitration, mediation, or other formal alternative dispute resolution proceedings; or
 3. any written request to toll or waive a statute of limitations.
- E. "CLAIM EXPENSES" means:
1. reasonable and necessary fees charged by an attorney in the defense of a CLAIM or WRONGFUL ACT;
 2. all other reasonable fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a CLAIM or WRONGFUL ACT; however, WE will not pay attorney's fees or expert fees taxed as costs against YOU pursuant to statute; and
 3. cost of an appeal bond, attachment bond, or similar bonds, but only for DAMAGES covered under this policy and amounts within the applicable Limit of Liability; however, WE are not obligated to apply for or furnish any such bond(s), if incurred by the COMPANY or by the MEMBER with the prior written consent of the COMPANY.
- CLAIM EXPENSES shall not include:
1. salary expenses or wages of any MEMBER;
 2. loss of earnings of any MEMBER; or
 3. attorney fees or any other fees, costs, and expenses awarded to a claimant on any basis.
- The COMPANY shall have the right to determine the reasonableness of CLAIM EXPENSES.
- F. "COMMUNICABLE DISEASE" means any contagious disease, illness, or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent, or a combination of these.
- G. "COMPANY" means the company providing this coverage.
- H. "DAMAGES" means any monetary amount that the MEMBER becomes legally obligated to pay and includes:
1. monetary judgments or settlements;
 2. attorney fees and other fees, costs, and expenses awarded to a claimant pursuant to a contract, statute, or common law, provided that the CLAIM also seeks compensatory damages; and

3. pre-judgment and post-judgment interest; however, if WE make an offer to pay the applicable Limit of Liability available under this policy, WE will not pay any pre-judgment interest based on the period of time after the offer was made.

DAMAGES shall not include:

1. taxes, fines, penalties, or sanctions, whether imposed by law or otherwise;
 2. punitive or exemplary damages;
 3. the multiplied portion of multiplied damages;
 4. amounts sought as restitution or disgorgement from any MEMBER;
 5. the costs to comply with orders granting injunctive relief or non-monetary relief, including specific performance, or any agreement to provide such relief;
 6. matters uninsurable under the law pursuant to which this policy is construed; or
 7. the amount of any severance, unpaid wages, employee reimbursement, or any other employment-related payments owed to an employee.
- I. "DISCRIMINATION" means any actual or alleged unfair treatment, bias, or any other adverse action, whether intentional, unintentional, direct, or indirect, based upon or arising out of protected status under local, state, and/or federal law, including, but not limited to, race, national origin, age, gender, gender identity, sexual orientation, marital status, disability, and religious beliefs.
- J. "DOMESTIC PARTNER" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law pursuant to which this policy will be construed.
- K. "EMPLOYEE CLAIMANT" means an employee, applicant for employment, former employee, officer, former officer, director and/or former director, intern, volunteer, or student-in-training of any MEMBER while acting in that capacity as well as any derivative CLAIM of any spouse, DOMESTIC PARTNER, child, brother, sister, parent, dependent, successor, subrogee or assignee of any such employee, applicant for employment, former employee, officer, former officer, director, former director, intern, volunteer, or student-in-training.
- L. "EMPLOYEE BENEFIT PROGRAM" means:
1. group life insurance; group accident insurance; health insurance; dental, vision, and hearing plans; and flexible spending accounts, provided that no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;
 2. profit sharing plans, employee savings plans, employee stock ownership plans, pension plans, and stock subscription plans, provided no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;

3. unemployment insurance, social security, workers' compensation, disability benefits, and any other similar plan;
 4. vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation plans; health club subsidiaries; and
 5. any other similar benefits designated and added to this policy by endorsement.
- M. "FISCAL SPONSOR" means the status of the ORGANIZATION as the entity organization which offers its legal and tax-exempt status to another person, entity, or organization pursuant to a FISCAL SPONSOR AGREEMENT and/or who participates in the operations of that person, entity, or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals and in consideration for the benefit of that person, entity, or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts, and/or insurance programs.
- N. "FISCAL SPONSOR AGREEMENT" means a written contract or agreement by the ORGANIZATION with a person, entity, and/or social organization in which the ORGANIZATION agrees to serve as a FISCAL SPONSOR for such person, entity, and/or social organization.
- O. "INTERRELATED WRONGFUL ACTS" means WRONGFUL ACTS that are causally, temporally, or logically connected or related by a pattern of conduct or a common nexus of fact, circumstance, situation, transaction, decision, or event, regardless of whether the CLAIM(s) alleging such WRONGFUL ACTS involve the same or different claimants, MEMBERS, or causes of action.
- P. "MEMBER" means any person or organization qualifying as such under Section II - Who is a MEMBER.
- Q. "MICROBIAL CONTAMINATION" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.
- R. "ORGANIZATION" means the entity or entities designated in Item 1. of the Declarations.
- S. "PERSONAL INJURY" means an injury arising out of one or more of the following offenses committed in the course of the business of the ORGANIZATION:
1. false arrest, wrongful detention or imprisonment, abuse of process, or malicious prosecution;
 2. libel, slander, defamation of character, or invasion of privacy;
 3. wrongful entry, eviction, or other invasion of the right of privacy;
 4. infringement of copyright or trademark or unauthorized use of title; or
 5. plagiarism or misappropriation of ideas.
- T. "POLICY PERIOD" means the period beginning on the inception date and ending on the expiration date stated in Item 2. of the Declarations, as amended, if applicable.

- U. "POLLUTANTS" means any substance identified on a list of hazardous substances issued by the United States Environmental Protection Agency or a state, county, municipality, or locality counterpart thereof. POLLUTANTS includes, but are not limited to, solids, liquids, gaseous or thermal irritants or contaminants, infectious or otherwise, including smoke, vapor, soot, acid rain, fumes, acids, alkalis, chemicals, and "waste." "Waste" includes, but is not limited to, material to be recycled, reconditioned, or reclaimed. POLLUTANTS shall also mean any unlisted substance exhibiting characteristics of ignitability, corrosivity, reactivity, or toxicity to a degree which would cause it to be so listed if the subject were to be addressed by the Environmental Protection Agency or state, county, municipality, or locality counterpart thereof.
- V. "PROFESSIONAL SERVICE" means conduct arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual.
- W. "SUBSIDIARY" means any entity which is more than 50% owned by the ORGANIZATION or which is more than 50% owned by one or more SUBSIDIARY.
- X. "WE," "US," and "OUR" means the COMPANY.
- Y. "WRONGFUL ACT" means any actual or alleged breach of duty, error, neglect, omission, or act committed by any MEMBER or the ORGANIZATION solely in the course of the activities of the ORGANIZATION, including, but not limited to:
 - 1. PERSONAL INJURY;
 - 2. harassment, sexual or otherwise, or DISCRIMINATION brought by a past or present volunteer of the ORGANIZATION, solely in their capacity as such;
 - 3. harassment, sexual or otherwise, or DISCRIMINATION brought by a past or present third-party business invitee of the ORGANIZATION in their capacity as such.
- Z. "YOU" and "YOUR" means the organization identified in Item 1. of the Declarations to this policy.

Section IV – Exclusions

This policy shall not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to:

- A. Prior Notice
 - 1. any CLAIM which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD;
 - 2. any actual or alleged WRONGFUL ACT, matter, fact, circumstance, situation, transaction, or event which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD; or

3. any other WRONGFUL ACT, whenever committed or allegedly committed, which together with a WRONGFUL ACT described in subsection 2. above constitutes INTERRELATED WRONGFUL ACTS.

B. Prior Wrongful Acts

Actual or alleged WRONGFUL ACT committed prior to or after the POLICY PERIOD.

C. Americans with Disabilities Act Costs

Cost or costs of providing reasonable accommodation under the Americans with Disabilities Act or similar federal, state, or local laws, including but not limited to, construction or modification of facilities or other property.

D. Assumption of Liability

Actual or alleged liability of others assumed by or on behalf of a MEMBER under any contract or agreement, expressed or implied, written or oral.

E. Blood Donation, Drawing, or Testing

1. the rendering or failure to render services in connection with the making of a blood donation, drawing of blood, or testing of blood;
2. an error, omission, defect, or deficiency in any test performed or an evaluation, consultation, or advice given by or on behalf of any MEMBER;
3. the reporting of, or reliance upon, such test, evaluation, consultation, or advice;
4. any blood product handled, transported, or distributed by or on behalf of a MEMBER, or reliance upon any representation or warranty made at any time with respect to blood products;
5. the liability of any MEMBER for acts or omissions of a doctor, technician, phlebotomist, or nurse with respect to any activity identified in 1. through 4. of this exclusion; or
6. the liability of any MEMBER for the negligent hiring and/or supervision of a person with respect to any activity listed in 1. through 4. of this exclusion.

F. Communicable Disease

1. The actual or alleged transmission of a COMMUNICABLE DISEASE; and/or
2. An act, error, or omission by or on behalf of a MEMBER in:
 - a. the supervision, hiring, employment, training, or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a COMMUNICABLE DISEASE;
 - b. testing for a COMMUNICABLE DISEASE;
 - c. the actual or alleged failure to prevent the spread of a COMMUNICABLE DISEASE; and/or
 - d. the actual or alleged failure to report a COMMUNICABLE DISEASE to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to

be infected with a COMMUNICABLE DISEASE, and/or any place where there is or is alleged to be a presence or spread of a COMMUNICABLE DISEASE.

G. Bodily Injury and/or Property Damage

Actual or alleged BODILY INJURY or physical injury or damage to or destruction of any tangible property, including the loss of use of tangible property that is not physically injured.

H. False Publication or Utterance

Actual or alleged publication or utterance concerning any person, organization, or business enterprise, including their products or services, made by or at the direction of a MEMBER with knowledge of the falsity thereof; however, this exclusion will apply upon final adjudication or admission of the falsity of such publication or utterance. WE will defend and indemnify any MEMBER who is included in any such CLAIM but is not alleged to have participated in or had no reasonable basis to know of the falsity of the publication or utterance at the time it was made.

I. Pollution

1. any actual, alleged, or threatened, whether directly or indirectly, presence, discharge, dispersal, seepage, migration, release, or escape of POLLUTANTS;
2. any request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of POLLUTANTS; or
3. any demand on behalf of a state or federal governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of POLLUTANTS.

J. Mold, Fungus, or Microbial Contamination

Any actual or alleged mold, fungus, or MICROBIAL CONTAMINATION. This exclusion applies, but is not limited to any loss, cost, or expense arising out of any:

1. request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of mold, fungus, or MICROBIAL CONTAMINATION; or
2. demand on behalf of a governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of mold, fungus, or MICROBIAL CONTAMINATION.

K. Printing of Materials

Any printing of periodicals, advertising materials, or any and all jobs taken by a MEMBER to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of any MEMBER's own publication.

L. Fiscal Sponsorship

1. Any DAMAGES arising out of the status of a MEMBER as a FISCAL SPONSOR until:
 - a. the ORGANIZATION enters into a FISCAL SPONSOR AGREEMENT arising out of or in connection with that entity's status as a FISCAL SPONSOR for that person, entity, or organization;
 - b. the ORGANIZATION provides the FISCAL SPONSOR AGREEMENT to US; and
 - c. the ORGANIZATION provides to US any underwriting information and pays any additional premium required by US.
2. This insurance does not apply to DAMAGES that occur before the ORGANIZATION enters into the FISCAL SPONSOR AGREEMENT which is applicable to the CLAIM in which the DAMAGES are asserted.
3. If there is other insurance available to any individual or entity pursuant to a FISCAL SPONSOR AGREEMENT for DAMAGES which are covered by this policy, including but not limited to a duty to defend any MEMBER or entity that is subject to the FISCAL SPONSOR AGREEMENT by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

M. Breach of Contract

Actual or alleged liability arising out of the MEMBER's breach of any contract or agreement, express or implied, written or oral, whether made by a party to or third-party beneficiary of any such contract or agreement.

N. Fraud or Dishonesty

Actual or alleged fraud or dishonesty of any MEMBER; however, WE will defend that MEMBER until there is a finding or admission of fraud or dishonesty by that MEMBER. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the fraud or dishonesty at the time of its commission.

O. Penal Statute or Ordinance

Actual or alleged violation of a penal statute or ordinance committed by or with the knowledge or consent of a MEMBER; however, this exclusion will apply upon final adjudication or admission of the violation of a penal statute or ordinance. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the violation of a penal statute or ordinance at the time of its commission.

P. Personal Profit or Advantage

Actual or alleged gain by a MEMBER of any personal profit or advantage to which that MEMBER was not legally entitled; however, this exclusion will apply upon final adjudication or admission of gaining such

profit or advantage. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of such personal profit or advantage.

Q. Laws Regulating Biometric Information

Actual or alleged violation of any constitutional protection or foreign, federal, state, or local statutory law or regulation that governs the access to or collection, storage, destruction, dissemination, protection, transfer, processing, purchase, use, sale, lease, or trade of BIOMETRIC INFORMATION.

R. Claims by Organization

Any lawsuit, cause of action, demand, or any other legal proceeding brought or maintained by or on behalf of the ORGANIZATION, whether direct, indirect, or derivative. However, this exclusion shall not apply to CLAIMS(s) brought on behalf of the ORGANIZATION by an Attorney General.

S. Other Entity Liability

Actual or alleged act or omission by a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer in their capacity or by reason of their status as a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer of any organization or entity other than the ORGANIZATION. This exclusion does not apply if the volunteer service for another entity is at the written request or direction of the ORGANIZATION.

T. Professional Services

Actual or alleged rendering or failure to render a PROFESSIONAL SERVICE in connection with the MEMBER's business, including, but not limited to:

1. providing medical, surgical, chiropractic, dental, phlebotomy, acupuncture, psychiatric, or nursing treatment, diagnosis, or services, including the furnishing of food or beverage in connection therewith;
2. furnishing or dispensing drugs or medical, dental, or surgical supplies or appliances;
3. providing veterinary services;
4. providing legal services; or
5. offering any advice in connection with a PROFESSIONAL SERVICE.

U. Improper Sexual Conduct and Sexual Harassment

Any actual or alleged improper sexual conduct, committed by one person or two or more persons acting in concert, that is prohibited by federal or state law, including, but not limited to, sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation, or sexual injury. Any actual or alleged form of sexual harassment, including, but not limited to, any unwelcome sexual advances, requests for sexual favors, or verbal, visual, or physical conduct of a sexual nature. This exclusion does not apply to any CLAIM of sexual harassment of a third-party business invitee or volunteer of the ORGANIZATION while that person is acting in their capacity as a third-party business invitee or volunteer.

V. Failure to Report

Actual or alleged failure to report an incident of improper sexual conduct or physical abuse to the proper authorities or the withholding of pertinent information concerning improper sexual conduct or physical abuse from such authorities.

W. Physical Abuse

Any form of physical abuse, including, but not limited to, battery, physical assault, assault with a deadly weapon, or with force likely to produce BODILY INJURY, or unreasonable physical restraint or constraint of any person.

X. Equitable Relief

Any form of equitable relief, including, but not limited to, injunctions, restitution, disgorgement, declaratory relief, and restraining orders, including attorney's fees and costs requested by or on behalf of any party in connection with any such equitable relief.

Y. Matters Deemed Uninsurable

Fines, penalties, sanctions, punitive or exemplary DAMAGES, the multiplied portion of multiplied DAMAGES, taxes, insurance plan benefits, accommodation costs, future wages, non-pecuniary relief, or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Z. Wage and Hour Laws

Actual or alleged violation of federal, state, or local wage and hour or similar laws and any CLAIM seeking reimbursement or disgorgement of business expenses and/or payments brought against YOU by YOUR employees, servants, or agents.

AA. Employee Claimants

Actual or alleged liability to an EMPLOYEE CLAIMANT or an obligation to indemnify another because of liability to an EMPLOYEE CLAIMANT.

BB. Employment-Related Practices

Actual or alleged liability arising out employment-related practices of a MEMBER, including, but not limited to:

1. refusal to employ an EMPLOYEE CLAIMANT;
2. termination or wrongful discharge of an EMPLOYEE CLAIMANT;
3. wrongful failure to promote or demotion of an EMPLOYEE CLAIMANT;
4. wrongful discipline of or retaliation against an EMPLOYEE CLAIMANT;
5. harassment, sexual or otherwise, of an EMPLOYEE CLAIMANT; or
6. DISCRIMINATION against an EMPLOYEE CLAIMANT.

CC. Personal Injury

Actual or alleged PERSONAL INJURY to an EMPLOYEE CLAIMANT.

DD. Fiduciary Liability

Actual or alleged breach or violation of any responsibilities, obligations, or duties owed by a MEMBER as a fiduciary of any EMPLOYEE BENEFIT PROGRAM; the Employee Retirement Income Security Act of 1974 (as amended); or any similar federal, state, or local law; or arising out of a MEMBER acting in their fiduciary capacity with the ORGANIZATION.

EE. Administration of an Employee Benefit Program

Actual or alleged act, error, or omission in the ADMINISTRATION of any EMPLOYEE BENEFIT PROGRAM or any plan subject to the Employee Retirement Income Security Act of 1974 (as amended) or any similar federal, state, or local law.

Section V – Limits of Liability

A. Each Claim Limit

The Each Claim Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for each CLAIM first made against the MEMBER and reported to the COMPANY under this policy.

B. Aggregate Limit

The Aggregate Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for all CLAIMS first made against the MEMBER and reported to the COMPANY under this policy.

C. Deductible

The MEMBER will pay to the COMPANY all CLAIM EXPENSES and DAMAGES up to the Deductible amount identified in the Declarations. A single Deductible shall apply to each CLAIM first made against the MEMBER and reported to the COMPANY under this policy. A single Deductible shall apply to a CLAIM arising from the same or INTERRELATED WRONGFUL ACTS. The Each Claim and Aggregate Limits of Liability shall be reduced by the amount of the Deductible and the Deductible is part of, and not in addition to, the Limits of Liability.

The Deductible amount shall be paid by the MEMBER within thirty (30) days of a written demand by the COMPANY.

D. Eroding Limits

CLAIM EXPENSES are part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations. Any payment by the COMPANY of CLAIM EXPENSES shall reduce the applicable Limit of Liability and may exhaust the Limits of Liability.

E. Anti-Stacking

It is the COMPANY's intent that one Each Claim Limit of Liability in one policy apply to a CLAIM, regardless of the number of policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy or any other policies issued by the COMPANY. Subject to Paragraphs A., B., D., and E. in this Section, if two or more policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy apply to a CLAIM, the maximum available Limit of Liability under all such policies and/or coverages shall not exceed the single highest applicable Each Claim Limit of Liability under any one such policy.

Section VI – Duties in the Event of a Claim

A. Reporting of Claims:

1. If the MEMBER:
 - a. receives written or oral notice from any party that it is that party's intention to hold the MEMBER responsible for a WRONGFUL ACT; or
 - b. becomes aware of any circumstances which subsequently may give rise to a CLAIM against the MEMBER for a WRONGFUL ACT; then
 - c. the MEMBER shall promptly provide the COMPANY with written notice thereof.
2. As a condition precedent to coverage under this policy, the MEMBER shall promptly provide the COMPANY with written notice of any CLAIM.

B. Written notice to the COMPANY shall be submitted in accordance with one of the following:

1. Completion of the Incident Report Form; or
2. A written notice which shall contain the following information:
 - a. A description of the actual or alleged WRONGFUL ACT or circumstances which are the subject of a potential CLAIM;
 - b. The date(s) of such WRONGFUL ACT or circumstances;
 - c. A description of any injury or damage resulting from such WRONGFUL ACT or circumstances;
 - d. The identities and address of any potential claimant(s), witnesses, and MEMBERS with information concerning such WRONGFUL ACT or circumstances;

- e. The location(s) relevant to such WRONGFUL ACT or circumstances;
- f. The circumstances by which the MEMBER first became aware of the WRONGFUL ACT or circumstances; and
- g. The date MEMBER first became aware of the WRONGFUL ACT or circumstances.

The written notice under Paragraph 1. or 2., above, shall be submitted as follows:

- a. To the COMPANY by electronic mail at: newclaims@insurancefornonprofits.org; or
- b. To the COMPANY by the MEMBER's broker, as identified in the Declarations to this policy.

C. Assistance and Cooperation

1. The MEMBER shall cooperate with the COMPANY in the investigation, defense, and settlement of a WRONGFUL ACT or CLAIM. Upon the COMPANY's request, the MEMBER shall promptly:
 - a. provide to the COMPANY copies of documents and such other things held by or available to the MEMBER that relate to any CLAIM or WRONGFUL ACT giving rise to such CLAIM, and any necessary authorizations;
 - b. provide the COMPANY with a written statement(s);
 - c. meet with COMPANY representatives for the purpose of investigation, defense, or settlement;
 - d. submit to examination and interview by a representative of the COMPANY, under oath if required;
 - e. attend hearings, depositions, and trials;
 - f. assist in effecting settlement; and
 - g. assist in securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits and other proceedings.
2. The MEMBER shall cooperate with the COMPANY and take all necessary action to secure and effect any rights the MEMBER may have against any person or organization including, without limitation, rights of indemnity, contribution, subrogation, or apportionment.

D. Voluntary Payments and Admissions of Liability

A MEMBER shall not, except at the MEMBER's own cost, make any payment, admit any liability for or settle any WRONGFUL ACT(s) or CLAIMS, assume any obligation, or incur CLAIM EXPENSES without the COMPANY's prior written consent. The COMPANY shall not be liable for any CLAIM EXPENSES or DAMAGES to which WE did not consent in writing prior to a MEMBER incurring such CLAIM EXPENSES or paying or agreeing to pay any such DAMAGES.

Section VII – Interrelated Wrongful Acts

- A. CLAIMS alleging, based upon, arising out of, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be treated as a single CLAIM regardless of whether brought by one or more claimants or made against one or more than one MEMBER.

- B. All such CLAIMS, whenever made, shall be considered first made during the POLICY PERIOD, in which the earliest CLAIM arising out of such WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS was first made, and shall be subject to the Limit of Liability and Deductible set forth in such policy.
- C. All CLAIMS arising from, based upon, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be deemed to be a single CLAIM first made on the earliest date that:
 - 1. any of such CLAIMS was first made, even if this date is before the POLICY PERIOD;
 - 2. notice of such CLAIM was provided to the COMPANY in accordance with Section VI – Duties in the Event of a Claim; or
 - 3. notice of such WRONGFUL ACT or any INTERRELATED WRONGFUL ACTS was given under any prior liability insurance policy or policies issued by an insurer other than the COMPANY.

Section VIII – General Conditions

A. Action Against Us

No action shall lie against US unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the MEMBER's obligation to pay shall have been finally determined either by judgment against the MEMBER after actual trial or by written agreement of the MEMBER, the claimant or claimants, and US.

B. Arbitration

YOU and the COMPANY issuing this policy agree that any dispute which arises, in whole or in part, from the application or interpretation of this policy, including any endorsements herein and seeks (a) monetary damages in excess of \$100,000 or more, or (b) injunctive relief, shall be resolved through mandatory and binding arbitration.

This arbitration provision shall be broadly applied and construed to the fullest extent allowed by law. The MEMBER, including all of MEMBER's affiliates, officers, employees, owners, shareholders, MEMBERS, partners, alter egos, successors, assignees or alleged assignees and persons related to MEMBER, are and shall be bound to arbitrate any claim arising under or relating to this policy.

The binding arbitration will proceed according to the following:

- 1. The arbitration shall be heard by a panel of three (3) arbitrators. One arbitrator will be selected by the plaintiff/claimant, and another shall be appointed by the defendant/respondent. Each party will select its arbitrator within twenty (20) days of receipt of the demand for arbitration. The third presiding arbitrator shall be appointed by agreement of the two party-appointed arbitrators within fourteen (14)

days of the appointment of the second arbitrator or, in default of such agreement, by the American Arbitration Association ("AAA");

2. Any arbitration shall take place in Sacramento, California, or such other location as the parties may agree to, and California law shall govern all issues;
3. Any arbitration shall be commenced and conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA, unless modified by this Agreement;
4. Nothing in this provision shall require arbitration before the AAA. The parties to any such arbitration may choose and agree to arbitrate before any impartial and neutral arbitrators, however, if the party-appointed arbitrators are unable to agree on a third presiding arbitrator, the arbitration shall be held before the AAA;
5. Nothing in this provision shall bar or prohibit the parties from utilizing other alternative, non-court dispute resolution procedures, such as private mediation;
6. The parties will share equally the cost of all filing fees, administrative costs, and the arbitrators' fees and compensation;
7. Any other fees, costs, or other expenses of the arbitration, including deposition and expert witness of a party, and expenses incurred to report evidentiary proceedings before the arbitrator(s), shall be awarded by the arbitrators to the prevailing party and shall become part of the arbitration award;
8. The arbitrators shall not have the authority to grant, and the parties hereby waive any right to seek any punitive, exemplary, or damages in excess of policy limits, or any other equivalent remedies, including without limitation such remedies with respect to claims of insurance bad faith, notwithstanding any other provision of law or arbitration rule; and,
9. The determination or award of the arbitrators shall be conclusive and binding on the parties, and there shall be no right of appeal therefrom.

C. Assignment

This policy and any and all rights hereunder are not assignable without OUR written consent.

D. Bankruptcy

Bankruptcy or insolvency of a MEMBER or of the estate of that MEMBER will not relieve US of OUR obligations under this policy.

E. Cancellation

1. The ORGANIZATION may cancel this policy by mailing or delivering to US ten (10) days advance written notice of cancellation.
2. WE may cancel this policy by mailing or delivering to the ORGANIZATION written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if WE cancel for non-payment of premium;
or
 - b. thirty (30) days before the effective date of cancellation if WE cancel for any other reason.
3. WE will mail or deliver the notice of cancellation to the ORGANIZATION's last mailing address shown in the Declarations.
4. Notice of Cancellation will state the effective date of cancellation. The coverage under this policy will end on the date specified in the Notice of Cancellation.
5. If this policy is canceled, WE will send the ORGANIZATION any premium refund determined on a pro rata basis. The cancellation will be effective even if WE have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of Notice of Cancellation.

F. Changes

The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy.

G. Conformance to Statute

Any terms or conditions of this policy which are in conflict with any statute are hereby amended to conform to such statute.

H. Jurisdiction

This policy and each of its provisions, to the extent permitted by applicable law, shall be construed in accordance with the law of California.

I. Non-renewal

If WE decide not to renew this policy, WE will mail or deliver to the ORGANIZATION written notice of the non-renewal to the ORGANIZATION's last mailing address shown in the Declarations. If notice is mailed, proof of mailing will be sufficient proof of notice.

J. Notice and Authority

It is agreed that the ORGANIZATION shall act on behalf of each MEMBER and all persons extended coverage under this policy with respect to:

1. the giving and receiving of any return premiums that may become due under this policy; and
2. the receipt and acceptance of any endorsements amending all or a part of this policy.

K. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When the insurance extended by this policy is primary and a MEMBER has other insurance which is stated to be applicable to the loss on an excess or contingent basis only, the amount of OUR liability under this policy shall not be reduced by the existence of such other insurance.
2. When both this policy and other insurance apply to the loss on the same basis, whether primary, excess, or contingent, WE shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below.
 - a. Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurer or insurers then continue to contribute equal shares of the remaining amount of the loss until each has paid its limit in full or the full amount of the loss is paid.
 - b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
3. Subject to Section V - Limits of Liability, Paragraph E., Anti-Stacking, no coverage shall be afforded by this policy if coverage for a CLAIM is afforded under any other policy issued by US to the ORGANIZATION or to any MEMBER against whom the CLAIM is asserted, regardless of whether the CLAIM is brought by one or more claimants or made against one or more than one MEMBER. WE shall, at OUR discretion, identify the policy or coverage to which coverage for the submitted CLAIM applies.

L. Representations

YOU have represented that the representations and statements contained in the application for this policy are true and are the basis of which this policy has been issued. The representations and statements in

the application for this policy are to be considered as incorporated in and constituting part of this policy. WE have relied on the representations and statements contained in the application for insurance in issuing this policy and would not have issued this policy but for the representations and statements contained within the application.

M. Separation of Members

Except with respect to the Limits of Insurance, the information contained in the application for this policy and any right or duty specifically assigned to the ORGANIZATION, this insurance applies:

1. as if each MEMBER were the only MEMBER to which this policy applies;
2. separately for each MEMBER against whom a CLAIM is made; and
3. no fact pertaining to knowledge possessed by a MEMBER shall be imputed to any other MEMBER to determine if coverage for the CLAIM is available.

N. Territory

Coverage shall extend to any WRONGFUL ACT of a MEMBER committed anywhere in the world, but only if that MEMBER's responsibility to pay DAMAGES is determined in a suit on the merits which is determined within the United States of America.

O. Transfer of Rights of Recovery against Others to Us

If any MEMBER has rights to recover all or part of any payment or payments WE have made under this policy from any other person or entity, those rights are transferred to US. The MEMBER shall execute all documents required to effect that transfer and shall do everything that may be necessary for US to secure such rights including the execution of such documents necessary to enable US to bring suit in the name of the MEMBER. Upon OUR request, the MEMBER will do all things reasonably necessary to assist US in enforcing those rights.

P. Singular and Plural Words

Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

Q. Liberalization

If WE revise this coverage form or its endorsements during this POLICY PERIOD to provide more coverage without an additional premium charge, YOUR policy will automatically provide the additional coverage as of the day the revision is effective.

Board and Executive Liability Coverage Form Fiduciary Liability Policy

CLAIM EXPENSES REDUCE THE LIMITS OF LIABILITY. PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Words and phrases that appear in all capital letters have special defined meanings. Please refer to Section III - Definitions.

Section I – Insuring Agreement

A. Coverage

The COMPANY shall pay on behalf of a MEMBER, subject to the Limits of Liability set forth in the Declarations, all sums which the MEMBER shall become legally obligated to pay as DAMAGES for CLAIMS resulting from a WRONGFUL ACT of the MEMBER or of any other person for whose WRONGFUL ACT the MEMBER is legally responsible, provided that:

1. Such WRONGFUL ACT is committed during the policy period; and
2. Such WRONGFUL ACT took place on or after the Retroactive Date set forth in the Declarations of this policy, if applicable, and prior to the expiration date of the POLICY PERIOD.

All DAMAGES for a CLAIM resulting from the same WRONGFUL ACT or INTERRELATED WRONGFUL ACTS will be considered as arising out of one WRONGFUL ACT which shall be deemed to have been committed on the date of the first such WRONGFUL ACT.

B. Defense

As part of and subject to the policy's Limits of Liability, the COMPANY shall have the right and duty to defend any CLAIM against the MEMBER to which this policy applies, even if the allegations of the CLAIM are groundless, false, or fraudulent. To the extent permissible under applicable law, the COMPANY has the right to appoint counsel and control the defense of any CLAIM to which this policy applies. The COMPANY's duty to defend ends upon exhaustion of the applicable Limit of Liability by the payment of DAMAGES and/or CLAIM EXPENSES. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

C. Investigation and Settlement

The COMPANY shall have the right to make any investigation, negotiation, or settlement of a covered CLAIM or WRONGFUL ACT reported under Section VI – Duties in the Event of a Claim that it deems appropriate. The COMPANY will pay all CLAIM EXPENSES incurred by the COMPANY and/or by the MEMBER with the COMPANY's written consent in connection with any such investigation. All such payments shall be subject to the Deductible and be subject to and reduce the Limits of Liability.

Section II – Who is a Member

A. MEMBER means:

1. The ORGANIZATION identified in Item 1. of the Declarations. Any such ORGANIZATION must:
 - a. be organized chiefly to provide or fund charitable, religious, educational, scientific, health, or human services;
 - b. be an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any MEMBER which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the COMPANY of such determination and the effective date of such determination; and
2. Any natural person who was, is, or becomes duly elected as a director or trustee, or duly elected or appointed officer, committee member, employee, or volunteer of the ORGANIZATION, solely in his or her capacity as such. MEMBER also includes the spouse or DOMESTIC PARTNER of a director, trustee, officer, committee member, employee, or volunteer of the ORGANIZATION for a CLAIM arising solely out of his or her status as the spouse or DOMESTIC PARTNER of a MEMBER, provided, however, that no coverage shall be afforded for any CLAIMS(s) based on or arising out of a WRONGFUL ACT of that spouse or DOMESTIC PARTNER.

B. Extensions and Limitations

1. Estates and Legal Representatives

Subject otherwise to all the terms and conditions of this policy, coverage hereunder shall extend to CLAIMS(s) for a WRONGFUL ACT of a MEMBER who is deceased or against the estate, heirs, or legal representatives of such MEMBER.

2. Existing Subsidiary

To be covered under the terms and conditions of this policy, a SUBSIDIARY existing at the time of policy inception must be designated in Item 1. of the Declarations to this policy.

3. Newly Created or Acquired Subsidiary

- a. If any SUBSIDIARY which qualifies as a tax-exempt organization under the provision of Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this

policy, such SUBSIDIARY shall be included under the terms and conditions of this policy subject to:

- 1) the giving of written notice to US of such creation or acquisition as soon as practicable, but in no event more than 120 days following such creation or acquisition; and
- 2) the giving of any underwriting information and the payment of any additional premium required by US.

The status of an entity as a SUBSIDIARY will not be in effect until:

- 1) the receipt by US of the notice by the MEMBER of that entity's creation or acquisition by the MEMBER;
 - 2) the production to US of underwriting information requested by US; and
 - 3) the payment of any additional premium required by US.
- b. If any SUBSIDIARY which does not qualify as a tax-exempt organization under the provisions of the Internal Revenue Code section 501(c)(3) is created or acquired by a MEMBER after the inception of this policy, such SUBSIDIARY shall not be included under the terms and conditions of this policy until a MEMBER has:
- 1) given written notice of such creation or acquisition together with any underwriting information which may be required by US;
 - 2) received written approval from US; and
 - 3) paid any additional premium required.

4. Consolidation or Merger

In the event that the ORGANIZATION is acquired by merger, or consolidates with, or is merged into or acquired by any other organization or entity after the inception of this policy, immediate written notice, but in no event more than thirty (30) days following that merger, consolidation or acquisition, shall be given to US, together with such information as WE may require. In order to continue the coverage extended by this policy, the ORGANIZATION must pay US any additional premium required by US as a result of that merger, consolidation or acquisition.

Section III – Definitions

- A. "ADMINISTRATION" means giving information to employees about an EMPLOYEE BENEFIT PROGRAM, interpreting an EMPLOYEE BENEFIT PROGRAM, handling records, or enrolling an employee in an EMPLOYEE BENEFIT PROGRAM.
- B. "BIOMETRIC INFORMATION" means any unique physical, physiological, biological, or behavioral pattern or characteristic of an individual including, but not limited to, fingerprints, handprints, retina or iris scans, face scans or images, vein patterns, and voice recordings.
- C. "BODILY INJURY" means bodily injury, sickness, disease, or death, including emotional distress or mental anguish sustained by a person.

- D. "CLAIM" means a written demand received by the MEMBER for DAMAGES which alleges a WRONGFUL ACT, including:
1. the service of a complaint or lawsuit, or the commencement of any civil or administrative proceeding, including appeals therefrom;
 2. the institution of arbitration, mediation, or other formal alternative dispute resolution proceedings; or
 3. any written request to toll or waive a statute of limitations.

- E. "CLAIM EXPENSES" means:

1. reasonable and necessary fees charged by an attorney in the defense of a CLAIM or WRONGFUL ACT;
2. all other reasonable fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a CLAIM or WRONGFUL ACT; however, WE will not pay attorney's fees or expert fees taxed as costs against YOU pursuant to statute; and
3. cost of an appeal bond, attachment bond, or similar bonds, but only for DAMAGES covered under this policy and amounts within the applicable Limit of Liability; however, WE are not obligated to apply for or furnish any such bond(s), if incurred by the COMPANY or by the MEMBER with the prior written consent of the COMPANY.

CLAIM EXPENSES shall not include:

1. salary expenses or wages of any MEMBER;
2. loss of earnings of any MEMBER; or
3. attorney fees or any other fees, costs, and expenses awarded to a claimant on any basis.

The COMPANY shall have the right to determine the reasonableness of CLAIM EXPENSES.

- F. "COMMUNICABLE DISEASE" means any contagious disease, illness, or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent, or a combination of these.
- G. "COMPANY" means the company providing this coverage.
- H. "DAMAGES" means any monetary amount that the MEMBER becomes legally obligated to pay and includes:
1. monetary judgments or settlements;
 2. attorney fees and other fees, costs, and expenses awarded to a claimant pursuant to a contract, statute, or common law, provided that the CLAIM also seeks compensatory damages; and
 3. pre-judgment and post-judgment interest; however, if WE make an offer to pay the applicable Limit of Liability available under this policy, WE will not pay any pre-judgment interest based on the period of time after the offer was made.

DAMAGES shall not include:

1. taxes, fines, penalties, or sanctions, whether imposed by law or otherwise;
2. punitive or exemplary damages;

3. the multiplied portion of multiplied damages;
 4. amounts sought as restitution or disgorgement from any MEMBER;
 5. the costs to comply with orders granting injunctive relief or non-monetary relief, including specific performance, or any agreement to provide such relief;
 6. matters uninsurable under the law pursuant to which this policy is construed; or
 7. the amount of any severance, unpaid wages, employee reimbursement, or any other employment-related payments owed to an employee.
- I. "DISCRIMINATION" means any actual or alleged unfair treatment, bias, or any other adverse action, whether intentional, unintentional, direct, or indirect, based upon or arising out of protected status under local, state, and/or federal law, including, but not limited to, race, national origin, age, gender, gender identity, sexual orientation, marital status, disability, and religious beliefs.
- J. "DOMESTIC PARTNER" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law pursuant to which this policy will be construed.
- K. "EMPLOYEE CLAIMANT" means an employee, applicant for employment, former employee, officer, former officer, director and/or former director, intern, volunteer, or student-in-training of any MEMBER while acting in that capacity as well as any derivative CLAIM of any spouse, DOMESTIC PARTNER, child, brother, sister, parent, dependent, successor, subrogee or assignee of any such employee, applicant for employment, former employee, officer, former officer, director, former director, intern, volunteer, or student-in-training.
- L. "EMPLOYEE BENEFIT PROGRAM" means:
1. group life insurance; group accident insurance; health insurance; dental, vision, and hearing plans; and flexible spending accounts, provided that no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to those employees who satisfy the plan's eligibility requirements;
 2. profit sharing plans, employee savings plans, employee stock ownership plans, pension plans, and stock subscription plans, provided no one other than an employee of the ORGANIZATION may subscribe to such benefits and such benefits are made generally available to all employees who are eligible under the plan for such benefits;
 3. unemployment insurance, social security, workers' compensation, disability benefits, and any other similar plan;
 4. vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation plans; health club subsidiaries; and
 5. any other similar benefits designated and added to this policy by endorsement.

- M. "FISCAL SPONSOR" means the status of the ORGANIZATION as the entity organization which offers its legal and tax-exempt status to another person, entity, or organization pursuant to a FISCAL SPONSOR AGREEMENT and/or who participates in the operations of that person, entity, or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals and in consideration for the benefit of that person, entity, or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts, and/or insurance programs.
- N. "FISCAL SPONSOR AGREEMENT" means a written contract or agreement by the ORGANIZATION with a person, entity, and/or social organization in which the ORGANIZATION agrees to serve as a FISCAL SPONSOR for such person, entity, and/or social organization.
- O. "INTERRELATED WRONGFUL ACTS" means WRONGFUL ACTS that are causally, temporally, or logically connected or related by a pattern of conduct or a common nexus of fact, circumstance, situation, transaction, decision, or event, regardless of whether the CLAIM(s) alleging such WRONGFUL ACTS involve the same or different claimants, MEMBERS, or causes of action.
- P. "MEMBER" means any person or organization qualifying as such under Section II - Who is a MEMBER.
- Q. "MICROBIAL CONTAMINATION" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.
- R. "ORGANIZATION" means the entity or entities designated in Item 1. of the Declarations.
- S. "PERSONAL INJURY" means an injury arising out of one or more of the following offenses committed in the course of the business of the ORGANIZATION:
 - 1. false arrest, wrongful detention or imprisonment, abuse of process, or malicious prosecution;
 - 2. libel, slander, defamation of character, or invasion of privacy;
 - 3. wrongful entry, eviction, or other invasion of the right of privacy;
 - 4. infringement of copyright or trademark or unauthorized use of title; or
 - 5. plagiarism or misappropriation of ideas.
- T. "POLICY PERIOD" means the period beginning on the inception date and ending on the expiration date stated in Item 2. of the Declarations, as amended, if applicable.
- U. "POLLUTANTS" means any substance identified on a list of hazardous substances issued by the United States Environmental Protection Agency or a state, county, municipality, or locality counterpart thereof. POLLUTANTS includes, but are not limited to, solids, liquids, gaseous or thermal irritants or contaminants, infectious or otherwise, including smoke, vapor, soot, acid rain, fumes, acids, alkalis, chemicals, and "waste." "Waste" includes, but is not limited to, material to be recycled, reconditioned, or reclaimed. POLLUTANTS shall also mean any unlisted substance exhibiting characteristics of ignitability, corrosivity, reactivity, or toxicity to a degree which would cause it to be so listed if the subject were to be addressed by the Environmental Protection Agency or state, county, municipality, or locality counterpart thereof.

- V. "PROFESSIONAL SERVICE" means conduct arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual.
- W. "SUBSIDIARY" means any entity which is more than 50% owned by the ORGANIZATION or which is more than 50% owned by one or more SUBSIDIARY.
- X. "WE," "US," and "OUR" means the COMPANY.
- Y. "WRONGFUL ACT" means any actual or alleged breach of duty, error, neglect, omission, or act committed by a MEMBER that arises out of a violation of responsibilities, obligations, or duties imposed on a fiduciary of any EMPLOYEE BENEFIT PROGRAM; the Employee Retirement Income Security Act of 1974 (as amended); or any similar federal, state, or local law; or is alleged against a MEMBER due to the MEMBER acting solely in their fiduciary capacity with the ORGANIZATION.
- Z. "YOU" and "YOUR" means the organization identified in Item 1. of the Declarations to this policy.

Section IV – Exclusions

This policy shall not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to:

A. Prior Notice

- 1. Any CLAIM which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD;
- 2. Any actual or alleged WRONGFUL ACT, matter, fact, circumstance, situation, transaction, or event which has been the subject of written notice given under any other policy prior to the inception date of the POLICY PERIOD; or
- 3. Any other WRONGFUL ACT, whenever committed or allegedly committed, which together with a WRONGFUL ACT described in subsection 2. above constitutes INTERRELATED WRONGFUL ACTS.

B. Prior Wrongful Acts

Actual or alleged WRONGFUL ACT committed prior to or after the POLICY PERIOD.

C. Americans with Disabilities Act Costs

Cost or costs of providing reasonable accommodation under the Americans with Disabilities Act or similar federal, state, or local laws, including but not limited to, construction or modification of facilities or other property.

D. Assumption of Liability

Actual or alleged liability of others assumed by or on behalf of a MEMBER under any contract or agreement, expressed or implied, written or oral.

E. Blood Donation, Drawing, or Testing

1. the rendering or failure to render services in connection with the making of a blood donation, drawing of blood, or testing of blood;
2. an error, omission, defect, or deficiency in any test performed or an evaluation, consultation, or advice given by or on behalf of any MEMBER;
3. the reporting of, or reliance upon, such test, evaluation, consultation, or advice;
4. any blood product handled, transported, or distributed by or on behalf of a MEMBER, or reliance upon any representation or warranty made at any time with respect to blood products;
5. the liability of any MEMBER for acts or omissions of a doctor, technician, phlebotomist, or nurse with respect to any activity identified in 1. through 4. of this exclusion; or
6. the liability of any MEMBER for the negligent hiring and/or supervision of a person with respect to any activity listed in 1. through 4. of this exclusion.

F. Communicable Disease

1. The actual or alleged transmission of a COMMUNICABLE DISEASE; and/or
2. An act, error, or omission by or on behalf of a MEMBER in:
 - a. the supervision, hiring, employment, training, or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a COMMUNICABLE DISEASE;
 - b. testing for a COMMUNICABLE DISEASE;
 - c. the actual or alleged failure to prevent the spread of a COMMUNICABLE DISEASE; and/or
 - d. the actual or alleged failure to report a COMMUNICABLE DISEASE to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a COMMUNICABLE DISEASE, and/or any place where there is or is alleged to be a presence or spread of a COMMUNICABLE DISEASE.

G. Bodily Injury and/or Property Damage

Actual or alleged BODILY INJURY or physical injury or damage to or destruction of any tangible property, including the loss of use of tangible property that is not physically injured.

H. False Publication or Utterance

Actual or alleged publication or utterance concerning any person, organization, or business enterprise, including their products or services, made by or at the direction of a MEMBER with knowledge of the falsity thereof; however, this exclusion will apply upon final adjudication or admission of the falsity of such publication or utterance. WE will defend and indemnify any MEMBER who is included in any such CLAIM but is not alleged to have participated in or had no reasonable basis to know of the falsity of the publication or utterance at the time it was made.

I. Pollution

1. any actual, alleged, or threatened, whether directly or indirectly, presence, discharge, dispersal,

seepage, migration, release, or escape of POLLUTANTS;

2. any request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of POLLUTANTS; or
3. any demand on behalf of a state or federal governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of POLLUTANTS.

J. Mold, Fungus or Microbial Contamination

Any actual or alleged mold, fungus, or MICROBIAL CONTAMINATION. This exclusion applies, but is not limited to any loss, cost, or expense arising out of any:

1. request, demand, order, or statutory or regulatory requirement that any MEMBER or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to or address the effects of mold, fungus, or MICROBIAL CONTAMINATION; or
2. demand on behalf of a governmental authority for DAMAGES due to investigating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of mold, fungus, or MICROBIAL CONTAMINATION.

K. Printing of Materials

Any printing of periodicals, advertising materials, or any and all jobs taken by a MEMBER to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of any MEMBER's own publication.

L. Fiscal Sponsorship

1. Any DAMAGES arising out of the status of a MEMBER as a FISCAL SPONSOR until:
 - a. the ORGANIZATION enters into a FISCAL SPONSOR AGREEMENT arising out of or in connection with that entity's status as a FISCAL SPONSOR for that person, entity, or organization;
 - b. the ORGANIZATION provides the FISCAL SPONSOR AGREEMENT to US; and
 - c. the ORGANIZATION provides to US any underwriting information and pays any additional premium required by US.
2. This insurance does not apply to DAMAGES that occur before the ORGANIZATION enters into the FISCAL SPONSOR AGREEMENT which is applicable to the CLAIM in which the DAMAGES are asserted.
3. If there is other insurance available to any individual or entity pursuant to a FISCAL SPONSOR AGREEMENT for DAMAGES which are covered by this policy, including but not limited to a duty to

defend any MEMBER or entity that is subject to the FISCAL SPONSOR AGREEMENT by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

M. Breach of Contract

Actual or alleged liability arising out of the MEMBER's breach of any contract or agreement, express or implied, written or oral, whether made by a party to or third-party beneficiary of any such contract or agreement.

N. Fraud or Dishonesty

Actual or alleged fraud or dishonesty of any MEMBER; however, WE will defend that MEMBER until there is a finding or admission of fraud or dishonesty by that MEMBER. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the fraud or dishonesty at the time of its commission.

O. Penal Statute or Ordinance

Actual or alleged violation of a penal statute or ordinance committed by or with the knowledge or consent of a MEMBER; however, this exclusion will apply upon final adjudication or admission of the violation of a penal statute or ordinance. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of the violation of a penal statute or ordinance at the time of its commission.

P. Personal Profit or Advantage

Actual or alleged gain by a MEMBER of any personal profit or advantage to which that MEMBER was not legally entitled; however, this exclusion will apply upon final adjudication or admission of gaining such profit or advantage. WE will defend and indemnify any MEMBER who is included in the CLAIM but is not alleged to have personally participated in or had no reasonable basis to know of such personal profit or advantage.

Q. Laws Regulating Biometric Information

Actual or alleged violation of any constitutional protection or foreign, federal, state, or local statutory law or regulation that governs the access to or collection, storage, destruction, dissemination, protection, transfer, processing, purchase, use, sale, lease, or trade of BIOMETRIC INFORMATION.

R. Claims by Organization

Any lawsuit, cause of action, demand, or any other legal proceeding brought or maintained by or on behalf of the ORGANIZATION, whether direct, indirect, or derivative. However, this exclusion shall not apply to CLAIMS(s) brought on behalf of the ORGANIZATION by an Attorney General.

S. Other Entity Liability

Actual or alleged act or omission by a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer in their capacity or by reason of their status as a director, trustee, officer, employee, committee member, student-in-training, intern, or volunteer of any organization or entity other

than the ORGANIZATION. This exclusion does not apply if the volunteer service for another entity is at the written request or direction of the ORGANIZATION.

T. Professional Services

Actual or alleged rendering or failure to render a PROFESSIONAL SERVICE in connection with the MEMBER's business, including, but not limited to:

1. providing medical, surgical, chiropractic, dental, phlebotomy, acupuncture, psychiatric, or nursing treatment, diagnosis, or services, including the furnishing of food or beverage in connection therewith;
2. furnishing or dispensing drugs or medical, dental, or surgical supplies or appliances;
3. providing veterinary services;
4. providing legal services; or
5. offering any advice in connection with a PROFESSIONAL SERVICE.

U. Improper Sexual Conduct and Sexual Harassment

Any actual or alleged improper sexual conduct, committed by one person or two or more persons acting in concert, that is prohibited by federal or state law, including, but not limited to, sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation, or sexual injury. Any actual or alleged form of sexual harassment, including, but not limited to, any unwelcome sexual advances, requests for sexual favors, or verbal, visual, or physical conduct of a sexual nature.

V. Failure to Report

Actual or alleged failure to report an incident of improper sexual conduct or physical abuse to the proper authorities or the withholding of pertinent information concerning improper sexual conduct or physical abuse from such authorities.

W. Physical Abuse

Any form of physical abuse, including, but not limited to, battery, physical assault, assault with a deadly weapon, or with force likely to produce BODILY INJURY, or unreasonable physical restraint or constraint of any person.

X. Equitable Relief

Any form of equitable relief, including, but not limited to, injunctions, restitution, disgorgement, declaratory relief, and restraining orders, including attorney's fees and costs requested by or on behalf of any party in connection with any such equitable relief.

Y. Matters Deemed Uninsurable

Fines, penalties, sanctions, punitive or exemplary DAMAGES, the multiplied portion of multiplied DAMAGES, taxes, insurance plan benefits, accommodation costs, future wages, non-pecuniary relief or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Z. Wage and Hour Laws

Actual or alleged violation of federal, state, or local wage and hour or similar laws and any CLAIM seeking reimbursement or disgorgement of business expenses and/or payments brought against YOU by YOUR employees, servants, or agents.

AA. Employee Claimants

Actual or alleged liability to an EMPLOYEE CLAIMANT or an obligation to indemnify another because of liability to an EMPLOYEE CLAIMANT.

BB. Employment-Related Practices

Actual or alleged liability arising out of employment-related practices of a MEMBER including, but not limited to:

1. PERSONAL INJURY to an EMPLOYEE CLAIMANT;
2. refusal to employ an EMPLOYEE CLAIMANT;
3. termination or wrongful discharge of an EMPLOYEE CLAIMANT;
4. wrongful failure to promote or demotion of an EMPLOYEE CLAIMANT;
5. wrongful discipline of or retaliation against an EMPLOYEE CLAIMANT;
6. harassment, sexual or otherwise, of an EMPLOYEE CLAIMANT; or
7. DISCRIMINATION against an EMPLOYEE CLAIMANT.

CC. Personal Injury

Actual or alleged PERSONAL INJURY.

DD. Administration of an Employee Benefit Program

Actual or alleged act, error, or omission in the ADMINISTRATION of any EMPLOYEE BENEFIT PROGRAM, or any plan subject to the Employee Retirement Income Security Act of 1974 (as amended), or any similar federal, state, or local law.

Section V – Limits of Liability

A. Each Claim Limit

The Each Claim Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for each CLAIM first made against the MEMBER and reported to the COMPANY under this policy.

B. Aggregate Limit

The Aggregate Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all CLAIM EXPENSES and DAMAGES for all CLAIMS first made against the MEMBER and reported to the COMPANY under this policy.

C. Deductible

The MEMBER will pay to the COMPANY all CLAIM EXPENSES and DAMAGES up to the Deductible amount identified in the Declarations. A single Deductible shall apply to each CLAIM first made against the MEMBER and reported to the COMPANY under this policy. A single Deductible shall apply to a CLAIM arising from the same or INTERRELATED WRONGFUL ACTS. The Each Claim and Aggregate Limits of Liability shall be reduced by the amount of the Deductible and the Deductible is part of, and not in addition to, the Limits of Liability.

The Deductible amount shall be paid by the MEMBER within thirty (30) days of a written demand by the COMPANY.

D. Eroding Limits

CLAIM EXPENSES are part of and not in addition to the Limits of Liability set forth in Item 3. of the Declarations. Any payment by the COMPANY of CLAIM EXPENSES shall reduce the applicable Limit of Liability and may exhaust the Limits of Liability.

E. Anti-Stacking

It is the COMPANY's intent that one Each Claim Limit of Liability in one policy apply to a CLAIM, regardless of the number of policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy or any other policies issued by the COMPANY. Subject to Paragraphs A., B., D., and E. in this Section, if two or more policies or coverages issued to YOU under the Board and Executive Liability Coverage Policy apply to a CLAIM, the maximum available Limit of Liability under all such policies and/or coverages shall not exceed the single highest applicable Each Claim Limit of Liability under any one such policy.

Section VI – Duties in the Event of a Claim

A. Reporting of Claims:

1. If the MEMBER:
 - a. receives written or oral notice from any party that it is that party's intention to hold the MEMBER responsible for a WRONGFUL ACT; or
 - b. becomes aware of any circumstances which subsequently may give rise to a CLAIM against the MEMBER for a WRONGFUL ACT; then
 - c. the MEMBER shall promptly provide the COMPANY with written notice thereof.
2. As a condition precedent to coverage under this policy, the MEMBER shall promptly provide the COMPANY with written notice of any CLAIM.

B. Written notice to the COMPANY shall be submitted in accordance with one of the following:

1. Completion of the Incident Report Form; or
2. A written notice which shall contain the following information:

- a. A description of the actual or alleged WRONGFUL ACT or circumstances which are the subject of a potential CLAIM;
- b. The date(s) of such WRONGFUL ACT or circumstances;
- c. A description of any injury or damage resulting from such WRONGFUL ACT or circumstances;
- d. The identities and address of any potential claimant(s), witnesses, and MEMBERS with information concerning such WRONGFUL ACT or circumstances;
- e. The location(s) relevant to such WRONGFUL ACT or circumstances;
- f. The circumstances by which the MEMBER first became aware of the WRONGFUL ACT or circumstances; and
- g. The date MEMBER first became aware of the WRONGFUL ACT or circumstances.

The written notice under Paragraph 1. or 2., above, shall be submitted as follows:

- a. To the COMPANY by electronic mail at: newclaims@insurancefornonprofits.org; or
- b. To the COMPANY by the MEMBER's broker, as identified in the Declarations to this policy.

C. Assistance and Cooperation

1. The MEMBER shall cooperate with the COMPANY in the investigation, defense, and settlement of a WRONGFUL ACT or CLAIM. Upon the COMPANY's request, the MEMBER shall promptly:
 - a. provide to the COMPANY copies of documents and such other things held by or available to the MEMBER that relate to any CLAIM or WRONGFUL ACT giving rise to such CLAIM, and any necessary authorizations;
 - b. provide the COMPANY with a written statement(s);
 - c. meet with COMPANY representatives for the purpose of investigation, defense, or settlement;
 - d. submit to examination and interview by a representative of the COMPANY, under oath if required;
 - e. attend hearings, depositions, and trials;
 - f. assist in effecting settlement; and
 - g. assist in securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits and other proceedings.
2. The MEMBER shall cooperate with the COMPANY and take all necessary action to secure and effect any rights the MEMBER may have against any person or organization including, without limitation, rights of indemnity, contribution, subrogation, or apportionment.

D. Voluntary Payments and Admissions of Liability

A MEMBER shall not, except at the MEMBER's own cost, make any payment, admit any liability for or settle any WRONGFUL ACT(s) or CLAIMS, assume any obligation, or incur CLAIM EXPENSES without the COMPANY's prior written consent. The COMPANY shall not be liable for any CLAIM EXPENSES or DAMAGES to which WE did not consent in writing prior to a MEMBER incurring such CLAIM EXPENSES or paying or agreeing to pay any such DAMAGES.

Section VII – Interrelated Wrongful Acts

- A. CLAIMS alleging, based upon, arising out of, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be treated as a single CLAIM regardless of whether brought by one or more claimants or made against one or more than one MEMBER.
- B. All such CLAIMS, whenever made, shall be considered first made during the POLICY PERIOD, in which the earliest CLAIM arising out of such WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS was first made, and shall be subject to the Limit of Liability and Deductible set forth in such policy.
- C. All CLAIMS arising from, based upon, or attributable to the same WRONGFUL ACT(s) or INTERRELATED WRONGFUL ACTS shall be deemed to be a single CLAIM first made on the earliest date that:
 - 1. any of such CLAIMS was first made, even if this date is before the POLICY PERIOD;
 - 2. notice of such CLAIM was provided to the COMPANY in accordance with Section VI – Duties in the Event of a Claim; or
 - 3. notice of such WRONGFUL ACT or any INTERRELATED WRONGFUL ACTS was given under any prior liability insurance policy or policies issued by an insurer other than the COMPANY.

Section VIII – General Conditions

A. Action Against Us

No action shall lie against US unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the MEMBER's obligation to pay shall have been finally determined either by judgment against the MEMBER after actual trial or by written agreement of the MEMBER, the claimant or claimants, and US.

B. Arbitration

YOU and the COMPANY issuing this policy agree that any dispute which arises, in whole or in part, from the application or interpretation of this policy, including any endorsements herein and seeks (a) monetary damages in excess of \$100,000 or more, or (b) injunctive relief, shall be resolved through mandatory and binding arbitration.

This arbitration provision shall be broadly applied and construed to the fullest extent allowed by law. The MEMBER, including all of MEMBER's affiliates, officers, employees, owners, shareholders, MEMBERS, partners, alter egos, successors, assignees or alleged assignees and persons related to MEMBER, are and shall be bound to arbitrate any claim arising under or relating to this policy.

The binding arbitration will proceed according to the following:

- 1. The arbitration shall be heard by a panel of three (3) arbitrators. One arbitrator will be selected by the plaintiff/claimant, and another shall be appointed by the defendant/respondent. Each party will select

its arbitrator within twenty (20) days of receipt of the demand for arbitration. The third presiding arbitrator shall be appointed by agreement of the two party-appointed arbitrators within fourteen (14) days of the appointment of the second arbitrator or, in default of such agreement, by the American Arbitration Association ("AAA");

2. Any arbitration shall take place in Sacramento, California, or such other location as the parties may agree to, and California law shall govern all issues;
3. Any arbitration shall be commenced and conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA, unless modified by this Agreement;
4. Nothing in this provision shall require arbitration before the AAA. The parties to any such arbitration may choose and agree to arbitrate before any impartial and neutral arbitrators, however, if the party-appointed arbitrators are unable to agree on a third presiding arbitrator, the arbitration shall be held before the AAA;
5. Nothing in this provision shall bar or prohibit the parties from utilizing other alternative, non-court dispute resolution procedures, such as private mediation;
6. The parties will share equally the cost of all filing fees, administrative costs, and the arbitrators' fees and compensation;
7. Any other fees, costs, or other expenses of the arbitration, including deposition and expert witness of a party, and expenses incurred to report evidentiary proceedings before the arbitrator(s), shall be awarded by the arbitrators to the prevailing party and shall become part of the arbitration award;
8. The arbitrators shall not have the authority to grant, and the parties hereby waive any right to seek any punitive, exemplary, or damages in excess of policy limits, or any other equivalent remedies, including without limitation such remedies with respect to claims of insurance bad faith, notwithstanding any other provision of law or arbitration rule; and,
9. The determination or award of the arbitrators shall be conclusive and binding on the parties, and there shall be no right of appeal therefrom.

C. Assignment

This policy and any and all rights hereunder are not assignable without OUR written consent.

D. Bankruptcy

Bankruptcy or insolvency of a MEMBER or of the estate of that MEMBER will not relieve US of OUR obligations under this policy.

E. Cancellation

1. The ORGANIZATION may cancel this policy by mailing or delivering to US ten (10) days advance written notice of cancellation.
2. WE may cancel this policy by mailing or delivering to the ORGANIZATION written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if WE cancel for non-payment of premium;
or
 - b. thirty (30) days before the effective date of cancellation if WE cancel for any other reason.
3. WE will mail or deliver the notice of cancellation to the ORGANIZATION's last mailing address shown in the Declarations.
4. Notice of Cancellation will state the effective date of cancellation. The coverage under this policy will end on the date specified in the Notice of Cancellation.
5. If this policy is canceled, WE will send the ORGANIZATION any premium refund determined on a pro rata basis. The cancellation will be effective even if WE have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of Notice of Cancellation.

F. Changes

The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy.

G. Conformance to Statute

Any terms or conditions of this policy which are in conflict with any statute are hereby amended to conform to such statute.

H. Jurisdiction

This policy and each of its provisions, to the extent permitted by applicable law, shall be construed in accordance with the law of California.

I. Non-renewal

If WE decide not to renew this policy, WE will mail or deliver to the ORGANIZATION written notice of the non-renewal to the ORGANIZATION's last mailing address shown in the Declarations. If notice is mailed, proof of mailing will be sufficient proof of notice.

J. Notice and Authority

It is agreed that the ORGANIZATION shall act on behalf of each MEMBER and all persons extended coverage under this policy with respect to:

1. the giving and receiving of any return premiums that may become due under this policy; and
2. the receipt and acceptance of any endorsements amending all or a part of this policy.

K. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When the insurance extended by this policy is primary and a MEMBER has other insurance which is stated to be applicable to the loss on an excess or contingent basis only, the amount of OUR liability under this policy shall not be reduced by the existence of such other insurance.
2. When both this policy and other insurance apply to the loss on the same basis, whether primary, excess, or contingent, WE shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below.
 - a. Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurer or insurers then continue to contribute equal shares of the remaining amount of the loss until each has paid its limit in full or the full amount of the loss is paid.
 - b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, WE shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
3. Subject to Section V - Limits of Liability, Paragraph E., Anti-Stacking, no coverage shall be afforded by this policy if coverage for a CLAIM is afforded under any other policy issued by US to the ORGANIZATION or to any MEMBER against whom the CLAIM is asserted, regardless of whether the CLAIM is brought by one or more claimants or made against one or more than one MEMBER. WE shall, at OUR discretion, identify the policy or coverage to which coverage for the submitted CLAIM applies.

L. Representations

YOU have represented that the representations and statements contained in the application for this policy are true and are the basis of which this policy has been issued. The representations and statements in the application for this policy are to be considered as incorporated in and constituting part of this policy. WE have relied on the representations and statements contained in the application for insurance in issuing this policy and would not have issued this policy but for the representations and statements contained within the application.

M. Separation of Members

Except with respect to the Limits of Insurance, the information contained in the application for this policy and any right or duty specifically assigned to the ORGANIZATION, this insurance applies:

1. as if each MEMBER were the only MEMBER to which this policy applies;
2. separately for each MEMBER against whom a CLAIM is made; and
3. no fact pertaining to knowledge possessed by a MEMBER shall be imputed to any other MEMBER to determine if coverage for the CLAIM is available.

N. Territory

Coverage shall extend to any WRONGFUL ACT of a MEMBER committed anywhere in the world, but only if that MEMBER's responsibility to pay DAMAGES is determined in a suit on the merits which is determined within the United States of America.

O. Transfer of Rights of Recovery against Others to Us

If any MEMBER has rights to recover all or part of any payment or payments WE have made under this policy from any other person or entity, those rights are transferred to US. The MEMBER shall execute all documents required to effect that transfer and shall do everything that may be necessary for US to secure such rights including the execution of such documents necessary to enable US to bring suit in the name of the MEMBER. Upon OUR request, the MEMBER will do all things reasonably necessary to assist US in enforcing those rights.

P. Singular and Plural Words

Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.

Q. Liberalization

If WE revise this coverage form or its endorsements during this POLICY PERIOD to provide more coverage without an additional premium charge, YOUR policy will automatically provide the additional coverage as of the day the revision is effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED DEFENSE COSTS – CALIFORNIA LABOR CODE SECTION 132a

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
Fiduciary
Directors & Officers

Section IV – Exclusions is modified by the addition of the following:

This insurance does not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to:

Liability for payment, other than CLAIM EXPENSES, of any CLAIM seeking remedies under California Labor Code Section 132a; however, as afforded under this provision, coverage for CLAIM EXPENSES is subject to an annual aggregate limit of \$50,000 and a deductible of either \$5,000 or the amount stated in item 3. of the Declarations of the policy to which this endorsement is attached, whichever is greater.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE AND EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
Fiduciary
Directors & Officers

Section III – Definition H. DAMAGES, is hereby amended to include punitive or exemplary damages, if and to the extent such damages are insurable under the law of the most favorable jurisdiction having a substantial relationship to the MEMBER or to the CLAIM giving rise to such damages.

Section IV – Exclusion Y. Matters Deemed Uninsurable is replaced by the following:

- Y. Fines, penalties, sanctions, the multiplied portion of multiplied DAMAGES, taxes, insurance plan benefits, accommodation costs, future wages, non-pecuniary relief, or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COSTS OUTSIDE LIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM

Fiduciary

Directors & Officers

The sentence "CLAIM EXPENSES REDUCE THE LIMITS OF LIABILITY" in the introductory paragraph is hereby deleted.

Section I – Insuring Agreement, Paragraph B. Defense and Paragraph C. Investigation and Settlement are hereby deleted in their entirety and replaced with the following:

B. Defense

The COMPANY shall have the right and duty to defend any CLAIM against the MEMBER to which this policy applies, even if the allegations of the CLAIM are groundless, false, or fraudulent. To the extent permissible under applicable law, the COMPANY has the right to appoint counsel and control the defense to any CLAIM to which this policy applies. The COMPANY's duty to defend ends upon exhaustion of the applicable Limit of Liability by the payment of DAMAGES. All such payments shall be subject to the Deductible, if applicable.

C. Investigation and Settlement

The COMPANY shall have the right to make any investigation, negotiation, or settlement of a covered CLAIM or WRONGFUL ACT reported under Section VI – Duties in the Event of a Claim that it deems appropriate. The COMPANY will pay all CLAIM EXPENSES incurred by the COMPANY and/or by the MEMBER with the COMPANY's written consent in connection with any such investigation. All such payments shall be subject to the Deductible, if applicable.

Section I – Insuring Agreement is amended to include Paragraph D. Claim Expenses, which states:

D. Claim Expenses

In consideration of additional premium charged, CLAIM EXPENSES are in addition to the applicable Limit of Liability specified in Item 3. of the Declarations of this policy. The payment and/or incurrence of CLAIM EXPENSES by the COMPANY or by the MEMBER with the COMPANY's written consent will not reduce the Limit of Insurance. All such payments shall be subject to the Deductible, if applicable.

Section V – Limits of Liability, Paragraph A. Each Claim Limit and Paragraph B. Aggregate Limit are hereby deleted in their entirety and replaced with the following:

A. Each Claim Limit

The Each Claim Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all DAMAGES for each CLAIM first made against the MEMBER and reported to the COMPANY under this policy.

B. Aggregate Limit

The Aggregate Limit of Liability in Item 3. of the Declarations is the most the COMPANY will pay for the sum of all DAMAGES for all CLAIMS first made against the MEMBER and reported to the COMPANY under this policy.

Section V – Limits of Liability, Paragraph D. Eroding Limits is deleted in its entirety.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT - EXCLUSION

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
Fiduciary
Directors & Officers

This policy shall not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to:

1. Unauthorized access to or use of any COMPUTER OR COMPUTER SYSTEM;
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any COMPUTER OR COMPUTER SYSTEM and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any "computer or computer system" or otherwise disrupt its normal functioning or operation;
3. Denial of service attack which disrupts, prevents or restricts access to or use of any COMPUTER OR COMPUTER SYSTEM, or otherwise disrupts the normal functioning or operation of a COMPUTER OR COMPUTER SYSTEM; or
4. Publication, in any manner, of material which is caused, directly or indirectly, by the unauthorized access to or use of any COMPUTER OR COMPUTER SYSTEM.

For purposes of this endorsement, COMPUTER OR COMPUTER SYSTEM is defined to mean: "an individual device or set of integrated devices that input, output, process and store data and information utilizing programmable electronic products designed to accept data, perform prescribed operations and display the results of those operations, including but not limited to mainframes, desktop and laptop computers, tablets and smart phones."

All other terms and conditions of the policy to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER HAZARD LIABILITY EXCLUSION – FOSTER PERSON(S)

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
DIRECTORS AND OFFICERS LIABILITY POLICY

It is agreed that any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to a DEPENDENT FOSTER PERSON's use, intentional or otherwise, of a BODY OF WATER that is maintained, controlled, and/or located on or abutting property owned, leased, controlled, or occupied by the DEPENDENT FOSTER PERSON's resource family or foster parent(s) is excluded from coverage under the Board and Executive Liability Coverage Form Directors and Officers Liability Policy to which this endorsement is attached. Additionally, this exclusion extends to DAMAGES alleged by a DEPENDENT FOSTER PERSON arising out of the ownership, maintenance or control of diving boards, platforms, slides, or ladders used for ingress or egress of a BODY OF WATER that is maintained, controlled, and/or located on or abutting property owned, leased, or occupied by the DEPENDENT FOSTER PERSON's resource family or foster parent(s).

For the purposes of the endorsement, DEPENDENT FOSTER PERSON shall mean a dependent child or youth, regardless of age, who is separated from their biological parent(s) pursuant to the Welfare and Institutions Code, or similar code, or judicial mandate.

For the purposes of the endorsement, BODY OF WATER shall mean a swimming pool, lap pool, wading pool, hot tub, spa, jacuzzi, fountain, pond, river, creek, lake, ocean, or any other collection of water.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HABITABILITY - EXCLUSION

This endorsement modifies insurance provided under the following:

BOARD AND EXECUTIVE LIABILITY COVERAGE FORM
DIRECTORS AND OFFICERS LIABILITY POLICY

This insurance does not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to any of the following:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, state or local section 8 (government subsidized) programs;
- (f) Any administrative rules or regulations, including but not limited to those promulgated by local municipalities;
- (g) Federal, state or local "habitability" standards;
- (h) Common law;
- (i) Statutory law;
- (j) Alleged or actual failure to maintain any premises, site or location in, or restore any premises, site or location to, a safe, sanitary, healthy, habitable and/or tenantable condition; and,
- (k) Actual or constructive wrongful eviction arising from (a) through (j) above.

WE shall have no duty to defend or indemnify any CLAIM arising out of any one or more of (a)-(k) above or arising out of DISCRIMINATION.

This exclusion applies even if negligence or other wrongdoing is alleged in the supervision, hiring, employment, training, investigation, reporting to authorities, or monitoring of other(s) by an insured if the negligence or other wrongdoing which caused, in whole or in part, the DAMAGES being alleged, arise from any one or more of (a)-(k) above or from DISCRIMINATION.

This insurance does not apply to any DAMAGES or CLAIM EXPENSES incurred with respect to any CLAIM based upon, arising out of, or attributable to DISCRIMINATION.

For the purposes of this endorsement, HABITABILITY means safe living environment and/or fit for occupancy by human beings in a sanitary, healthy, habitable, and tenantable condition.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:

 - (1)** Agrees in writing to:

 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:

 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "injury" only if:

- (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

- (1) Reports all, or any part, of the "injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
- (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned or occupied by; or
 - (b) Rented or loaned;

to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III – LIMITS OF INSURANCE
- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
 - 3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.
- The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- ### SECTION IV – LIQUOR LIABILITY CONDITIONS
- 1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

- a.** You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
 - (1)** How, when and where the "injury" took place;
 - (2)** The names and addresses of any injured persons and witnesses; and
 - (3)** The nature and location of any "injury".
- b.** If a claim is made or "suit" is brought against any insured, you must:
 - (1)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (2)** Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c.** You and any other involved insured must:
 - (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2)** Authorize us to obtain records and other information;
 - (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.
- d.** No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a.** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a.** We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b.** Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
- 6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 7. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
- 8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of:
1. Their financial control of you; or
 2. Premises they own, maintain or control while you lease or occupy these premises.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CHARITABLE INSTITUTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Your members but only with respect to their liability for your activities or activities they perform on your behalf; and
2. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. "Bodily injury" or "personal and advertising injury":
 - a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph 1.a. above;
- c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 1.a. or b. above; or
- d. Arising out of his or her providing or failing to provide professional health care services.
2. "Property damage" to property:
 - a. Owned, occupied, or used by,
 - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following is added to Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

- B.** The following is added to Paragraph 2. **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:

Any Premises and Operations of the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A named insured of the Alliance of Nonprofits for Insurance, RRG (ANI) must meet at least the following criteria:

1. is organized chiefly to provide charitable, religious, educational, or scientific services, but does not include a hospital;
2. is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

A named insured of the Alliance of Nonprofits for Insurance, RRG (ANI) must meet at least the following criteria:

1. is organized chiefly to provide charitable, religious, educational, or scientific services, but does not include a hospital;
2. is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE BOUNCE HOUSE - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury” arising out of the use of trampolines or other rebounding equipment, or inflatable amusement or sports devices, including but not limited to: inflatable slides, bounce houses, moon walks, inflatable wrestling or combatant suits.

This exclusion applies unless coverage for a trampoline, bounce house, rebounding equipment, or inflatable amusement or sports device is scheduled on the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The insurance provided by this policy affords NO COVERAGE with respect to any claim, suit or cause of action which arises from, or is in any way related to liability arising out of:

- A. Any form of improper sexual conduct, including but not limited to any actual, alleged, attempted, proposed or threatened sexual abuse, sexual molestation, sexual harassment, sexual assault, sexual battery, sexual exploitation, erotic physical contact or sexual injury by anyone to any person;
- B. Any form of physical abuse, including but not limited to assault, including assault with a deadly weapon or with force likely to produce bodily harm, battery or unreasonable physical restraint or constraint by anyone to any person. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property;
- C. The employment, investigation, supervision or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (A) or (B) above;
- D. The failure to report an incident of any form of improper sexual conduct or physical abuse to the proper authorities, or the withholding of pertinent information concerning the same from such authorities; or
- E. The failure to provide professional services to any person or the neglect of the therapeutic needs of any person because of improper sexual conduct or physical abuse following any form of improper sexual conduct or physical abuse for which an insured could be legally liable.

This exclusion shall apply regardless of the legal form ANY claim or complaint may take, and shall apply to each and every cause of action and allegation contained in a claim or complaint, if ANY cause of action or allegation in that claim or complaint, in ANY manner, sets forth an allegation of ANY form of improper sexual conduct or physical abuse. For example, if a claim is made or a complaint is filed against an individual or entity referred to in paragraph A or B above, there is NO COVERAGE for ANY individual or entity under the policy, regardless of ANY other coverage provisions that might otherwise apply.

BINDING ARBITRATION CLAUSE

Notwithstanding any other term set forth herein, the parties hereby agree that any dispute which arises from the application of this exclusion shall be resolved through binding arbitration. The parties acknowledge that by agreeing to binding arbitration they are waiving the right to a jury trial. Binding arbitration shall take place in San Francisco, unless otherwise agreed upon and shall be conducted by a single neutral arbitrator selected by the American Arbitration Association, pursuant to its rules. The arbitrator shall apply the law of the state or the District where the policy to which this exclusion is attached, and is issued. The cost of the arbitration shall be shared equally by the participants.

COVERAGE AVAILABLE (OPTIONAL)

IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE

Coverage for improper sexual conduct and physical abuse liability may be purchased as an optional coverage. This optional improper sexual conduct and physical abuse liability coverage is provided only by the Improper Sexual Conduct and Physical Abuse Liability Coverage Form. Such coverage is provided only if it is shown in the Declarations page to this policy, the additional premium indicated has been paid, and the Improper Sexual Conduct and Physical Abuse Liability Coverage Form has been issued by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Vacant Building - Exclusion

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply, and no coverage is afforded, to claims or "suits" for damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of ownership, control, or lease of "vacant building(s)". However, losses from locations that are specifically classified as and scheduled on the policy as a vacant building(s) will be covered.

"Vacant Building" is any building that meets the following criteria:

- When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - Rented to a lessee or sublessee and occupied by the lessee or sub-lessee; and/or
 - Used by the building owner to conduct customary operations.
- If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREWORKS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the use, handling, distribution or sale of fireworks or any similar explosive device or material, including but not limited to a cherry bomb, firecracker, flare, rocket, skyrocket, sparklers and/or squib.

We shall not be obligated to investigate on behalf of an "insured" or to defend or indemnify an "insured" or any person or entity claiming any right under the policy for the matters excluded in this endorsement. Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIOT AND CIVIL UNREST - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of:

1. Riot, civil commotion, unlawful assembly or mob action; or
2. Any act or omission in connection with the prevention or suppression of a riot, civil commotion, unlawful assembly or mob action.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLOOD TESTING - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any claim for damages arising out of:

1. Services in connection with the donating, drawing, or testing of blood, except for any evaluation, consultation or advice given by or on behalf of any insured in connection with such services;
2. Any error, omission, defect or deficiency in any such test performed;
3. The handling, transportation, distribution or storage of any blood product by any insured; or
4. The liability of any insured for the negligent hiring or supervision of any employee, volunteer, independent contractor, or agent of the insured with respect to any activities listed in 1. through 3. above.

If coverage is extended under the Coverage Form to which this endorsement is attached for liability arising out of the acts, errors or omissions of a phlebotomist, this exclusion will not apply to the damages arising out of that liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any claim, "suit" or cause of action for damages due to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising or contributed, in whole or in part, by the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of or presence of asbestos or asbestos containing materials.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of asbestos or asbestos-containing materials; or
 - b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of asbestos or asbestos containing materials.

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - FOOD CONTRIBUTIONS OR CLIENT REFERRALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, in consideration of food contributions or client referrals you receive from them.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization as required under a written contract or agreement currently in effect, or becoming effective during the term of this policy

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROPERTY DAMAGE TO PERSONAL PROPERTY IN THE CARE, CUSTODY OR
CONTROL OF THE INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the following is added to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Number 2. Exclusions., Letter j. "Property damage" to: Item (4):

- (a) This exclusion applies to "property damage" to personal property in the care, custody or control of the insured when the personal property is valued greater than \$25,000. This is excess over any other valid collectible insurance.
- (b) Defense costs arising from "property damage" to personal property in the care, custody or control of the insured are limited to \$25,000 per claim or suit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE PERSONAL AUTO REIMBURSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

We agree to pay the lesser of the personal auto insurance comprehensive deductible, or the actual cost of repair in the absence of personal auto insurance comprehensive coverage, up to \$1,000 to an employee or volunteer of the Insured if the personal auto of the employee or volunteer is damaged by a client of the Insured. The most we will pay during a policy term is limited to \$3,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD AND FUNGUS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that this policy does not apply to any claim, suit or cause of action for "damages" due to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or contributed to by mold, fungus or "microbial contamination";
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
 - b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of mold, fungus or "microbial contamination."

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or suit excluded under any provisions set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD AND FUNGUS - EXCLUSION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

It is agreed that this policy does not apply to any claim, suit or cause of action for "damages" due to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or contributed to by mold, fungus or "microbial contamination";
2. Any loss, cost or expense arising out of any:
 - a. Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
 - b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of mold, fungus or "microbial contamination."

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or suit excluded under any provisions set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, Penicillium, Aspergillus, or Stachybotrys chartarum.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELOPEMENT – EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The insurance provided by this policy affords NO COVERAGE with respect to any claim, suit or cause of action which arises from, or is in any way related to liability arising out of:

- A. the actual, alleged, or threatened “elopement” of any person while in the care, custody, or control of any “insured”;
- B. the negligent:
 - 1. employment;
 - 2. investigation;
 - 3. supervision;
 - 4. training;
 - 5. reporting, failing to report, or delaying the report to the proper authorities; or
 - 6. retention;of a person for whom any “insured” is or ever was legally responsible;
- C. the failure to properly construct, create, design, configure, or maintain a safe and secure premises;
- D. the failure to utilize, install, monitor, or maintain any type of alarm, including, but not limited to, bed alarms, building alarms, or perimeter alarms;
- E. the failure to properly assess the risk of “elopement” of any person in the care, custody, or control of any “insured”;
- F. the failure to properly monitor or supervise any person in the care, custody, or control of any “insured”;
- G. the failure to provide adequate or appropriate security; or
- H. any error or omission in assuming the responsibility to provide care, custody, or control of a person.

For the purposes of this endorsement, the following terms shall mean:

“Elopement” means the intentional or accidental leaving, wandering off, exiting, or otherwise escaping by a person in the “insured’s” care, custody, or control without the knowledge and assistance of an “insured.”

This exclusion shall apply regardless of the legal form any claim or complaint may take, and shall apply to each and every cause of action and allegation contained in a claim or complaint, if any cause of action or allegation in that claim or complaint, in any manner, sets forth an allegation of any form of “elopement”.

All other terms, conditions, exclusions, and endorsements in the Commercial General Liability Coverage

Form remain unchanged.

This endorsement is null and void if the "Elopement Sublimit" is also attached to the Commercial General Liability Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section II – Who Is An Insured is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. "Bodily injury" or "personal and advertising injury":
 - a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
 - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of Paragraph **1.a.** above;
 - c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **1.a.** or **b.** above; or
 - d. Arising out of his or her providing or failing to provide professional health care services.
2. "Property damage" to property:
 - a. Owned, occupied, or used by,
 - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose byyou, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARDS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARDS - EXCLUSION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIOLATION OF LAWS REGULATING BIOMETRIC INFORMATION - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following exclusion is added to **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**, Subsection 2 – Exclusions:

2. Exclusions

This insurance does not apply to:

Violation of Laws Regulating Biometric Information

“Bodily injury” or “property damage” arising directly or indirectly out of any action or omission that violates or is alleged to violate any constitutional protection or foreign, federal, state, or local statutory law or regulation that governs the access to or collection, storage, destruction, dissemination, protection, transfer, processing, purchase, use, sale, lease, or trade of “biometric information.”

- B. The following exclusion is added to **Section I – Coverages, Coverage B – Personal And Advertising Injury Liability**, Subsection 2 – Exclusions:

2. Exclusions

This insurance does not apply to:

Violation of Laws Regulating Biometric Information

“Personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate any constitutional protection or foreign, federal, state, or local statutory law or regulation that governs the access to or collection, storage, destruction, dissemination, protection, transfer, processing, purchase, use, sale, lease, or trade of “biometric information.”

- C. The following definition is added to **Section V – DEFINITIONS**:

“Biometric information” means any unique physical, physiological, biological, or behavioral pattern or characteristic of an individual including, but not limited to, fingerprints, handprints, retina or iris scans, face scans or images, vein patterns, and voice recordings.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPIOID – EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The insurance provided by this policy affords NO COVERAGE with respect to any claim, suit or cause of action which arises from, or is in any way related to liability arising out of:

1. Any actual or alleged use, abuse, misuse, illicit use, illegitimate use, or overuse of an OPIOID;
2. Any OPIOID-related overdose;
3. Addiction to, or any compulsory, physical or psychological, or persistent compulsive use of, OPIOID(s);
4. Diversion of OPIOID(s);
5. Any actual or alleged violation of any federal, state, local, or foreign act, statute, law, rule, ordinance, or regulation related to OPIOID(s), including, but not limited to, the Controlled Substances Act, 21 U.S.C. § 801, *et seq*;
6. Manufacturing, distribution, sale, resale, marketing, design, prescription, processing, production, research, or development of any OPIOID;
7. Any actual or alleged failure or inadequacy of any controls, practices, policies, or procedures, whether or not required by law, to identify, supervise, monitor, prevent, or report conduct or behavior related to the use, abuse, misuse, illicit use, illegitimate use, overuse, overdose, addiction to, distribution, or diversion of an OPIOID;
8. Failure to warn or inadequacy of any warning related to the properties of any OPIOID; or
9. Any person's actual or alleged participation in, encouragement of, contribution to, or failure to identify, supervise, monitor, prevent, or report the conduct or behavior identified in Paragraphs 1 through 8, above.

For the purposes of this Endorsement, OPIOID means any controlled substance containing any opioid, opioid derivative, or opioid compound, whether natural, organic, synthetic, or semi-synthetic, whether or not scheduled under the Controlled Substances Act, 21 U.S.C. § 801, *et seq*, related federal regulations, or any similar federal, state, local, or foreign law. OPIOID includes, but is not limited to, codeine, fentanyl, morphine, heroin, opium, hydrocodone, hydromorphone, oxycontin, meperidine, methadone, oxycodone, oxymorphone, buprenorphine, tapentadol, or tramadol, as well as the drugs opium and heroin.

All other terms, conditions, and exclusions, and endorsements in the applicable coverage form remain unchanged.

This endorsement is null and void if the "Opioid Sublimit" is also attached to this Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERALIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to the conditions section:

If we revise this coverage form or its endorsements during this policy period to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERALIZATION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

If we revise this coverage form or its endorsements during this policy period to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTEER MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Part 2, Exclusions, of COVERAGE C MEDICAL PAYMENTS is hereby amended to read:

2. Exclusions

- a. To any insured, except a volunteer worker while acting at your direction and within the scope of their duties as a volunteer for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY - PUBLIC ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend.

A. SECTION II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. SECTION III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FISCAL SPONSOR LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of an Insured’s status as a “fiscal sponsor” until:

- a. The first Named Insured enters into a “fiscal sponsor agreement” arising out of or in connection with the First Named Insured’s status as a “fiscal sponsor” for that person, entity or organization; and
- b. The first Named Insured provides any underwriting information and pays any additional premium required by us.

This insurance does not apply to “bodily injury” or “property damage” that occurs before the first Named Insured enters into the “fiscal sponsor agreement” which is subject of the claim, loss, damage or expense or because of an offense that constitutes “personal and advertising injury” that is committed before the first Named Insured enters into the “fiscal sponsor agreement” which is the subject of the claim, loss, damage or expense.

If there is other insurance available to any party pursuant to a “fiscal sponsor agreement” for “bodily injury,” “property damage,” or “personal and advertising injury” which are covered by this endorsement, including but not limited to a duty to defend the first Named Insured by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

“Fiscal sponsor” is defined to mean the first Named Insured’s status as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a “fiscal sponsor agreement”; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

“Fiscal sponsor agreement” is defined as a written contract or agreement by the first Named Insured with a person, entity and/or organization in which the first Named Insured agrees to serve as a “fiscal sponsor” for such person, entity or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNDRAISER AND EVENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance applies to those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", or "personal and advertising injury" arising out of a "fundraiser" or "event". Except for a "fundraiser" or "event" that is specifically scheduled on the policy, this insurance does not apply to liability arising out of a "fundraiser" or "event" which involves, directly or indirectly, any of the following:

- Any "fundraiser" or "event" with more than 500 people present at any one time
- Animals (including, but not limited to, animals involved in rodeos, petting zoos, animal exhibitions)
- Athletic activities or contests, not including golf or bowling
- Carnivals, circuses, fairs, festivals, parades
- Powered Rides or Amusement attractions (including, but not limited to, climbing walls, slides, mechanical bulls, bungee jumps)
- Firearms or weapons
- Water events (including, but not limited to, activities involving swimming pools, lakes, rivers or other bodies of water)
- Trampolines, bounce houses, rebounding equipment, inflatable amusement or sports devices, moon walks, or inflatable wrestling or combatant suits.

"Fundraiser" is any event sponsored or co-sponsored by "you" with the primary purpose of raising monetary contributions.

"Event" is any activity sponsored or co-sponsored by "you" apart from your regular scope of operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – COVERAGE C

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Condition 4. Other Insurance is revised as follows. The first paragraph is deleted in its entirety and is replaced with:

“If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A, B, or C** of this Coverage Part, our obligations are limited as follows:”

Additionally, Part b. Excess Insurance is revised to include paragraph (1) as follows: “(a) (v) Volunteer and Participant Accident Insurance.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MENTAL ANGUISH ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION V – DEFINITIONS, Paragraph 3 is replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any and all "professional services".

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an act, error, or omission committed in the performance of "professional services" by you or by any other person for whose act, error, or omission you are legally responsible.

With respect to "professional services", this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:
 - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured where the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2., or 3.

"Professional services" is defined to mean conduct arising out of a vocation, calling, occupation or employment involving specialized knowledge, labor or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual including but not limited to an acupuncturist, adoption services employee, aide, assisted-living provider, childcare worker, chiropractor, CNA, counselor, daycare provider, educator, home health aide, instructor, LPN, physician, mentor, nurse assistant, medical provider, health care provider, attorney, accountant, engineer, land surveyor, architect, scientist, construction manager, technical consultant, nutritionist, optician, phlebotomist, psychiatrist, psychologist, RN, resident home care provider and supervisors, social worker, teacher, therapist, tutor or veterinarian.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONPROFITS OWN ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. SCHEDULE OF ADDITIONAL COVERAGES, BENEFITS AND LIMITS

The following is a summary of additional coverages and limits provided by this endorsement. If two or more Additional Coverages identified within this endorsement apply to a claim, loss and/or suit, the Additional Coverage with the greatest limit shall be the sole and only Additional Coverage provided by us applicable to the claim, loss and/or suit.

<u>Coverage</u>	<u>Limit</u>	<u>Page</u>
Abuse of Process	Included	2
Cyber Breach Management and Reward Expense	\$25,000	2
Cyber Extortion	\$50,000	2
Damage to Property of Others	\$5,000 Occurrence / \$25,000 Aggregate	2
Electronic Data and Protected Health Information	\$50,000	2
Executive Recruitment Expense	\$50,000	3
Identity Theft Expense	\$30,000	3
Kidnap Expense	\$50,000	3
Network Security Reimbursement	\$10,000	3
Newly Formed Entities - until end of policy period	N/A	4
Non-owned Watercraft (up to 75 feet)	N/A	4
Security Event Costs and Expenses	\$50,000	4
Subpoena Response Expense	\$10,000	4
Terrorism Travel Reimbursement	\$30,000	4
Unsatisfied Contributions	\$25,000	4
Workplace Violence / Crisis Incident / Outside Aggressor	\$100,000	5
<u>Benefit</u>	<u>Limit</u>	<u>Page</u>
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payments – Investigation or Defense	\$1,000 / per day	5

II. ADDITIONAL COVERAGES

Abuse of Process

Section V – Definitions, Paragraph 14.b. is replaced by the following:

- b. Malicious prosecution or abuse of process;

Cyber Breach Management and Reward Expenses

We will reimburse you for all reasonable costs and expenses you incur, with our prior written consent, for "Cyber breach management" due to a "Cyber security event", if that "Cyber security event" takes place during the policy period.

We will reimburse you for all reasonable costs and expenses you incur, with our prior written consent, for payment of a "reward".

Our maximum aggregate limit of liability for all "Cyber breach management" and "reward" costs and expenses covered by this policy shall be \$25,000.

Cyber Extortion

We will reimburse you for reasonable costs and expenses you incur, with our prior written consent, because of a threat or threats, during the policy period, that include an actual extortion demand related to your computer system.

Our maximum aggregate limit of liability for all costs and expenses due to extortion covered by this policy shall be \$50,000.

Damage to Property of Others

1. We will pay:
 - a. For damage to property of others when such damage is the result of an act committed by your "client" and the property damaged is owned by someone other than you or any of your "clients", employees or volunteers; or
 - b. Those sums for which you are legally obligated to pay for damage to property which is rented or occupied by you, including any costs or expenses incurred by you or any other person, organization or entity for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, which is not the result of an act committed by your "client".
2. Our maximum limit for all damage to property of others and/or damage to property which is rented or occupied by you is \$5,000 for any one act, error or omission, or a series of related acts, errors or omissions, subject to an annual aggregate limit of \$25,000.
3. If two or more coverage parts, forms or policies written by us apply to a property damage claim, the coverage part, form, or policy provided by us with the highest limit applicable to that property damage shall be the sole coverage provided by us applicable to that property damage.
4. If other coverage not written by us applies to a claim for damage to property to which this endorsement applies, you agree:
 - a. to transfer to the extent of payment made pursuant to the coverage provided by this endorsement, any rights to that other coverage to us;
 - b. to do nothing to impair those rights or the transfer of those rights to us; and

- c. to cooperate with us in the pursuit and enforcement of those rights.

Any claim for property damage which arises out of an act, error or omission, or a series of related acts, errors or omissions which commences in one policy year and continues and/or results in additional property damage in a subsequent policy year, will be construed as though the property damage was sustained or incurred solely in the policy year in which the damage first commenced.

Electronic Data and Protected Health Information

We will pay those sums that the insured becomes legally obligated to pay as damages because of the loss of "Electronic data" or disclosure of "Protected health information". The loss of "Electronic data" must be caused by a negligent act, error or omission or a series of causally related negligent acts or errors or omissions which take place during the time that this policy is in effect.

All damages which arise out of an offense which constitutes a disclosure, loss or use of "Protected health information" or a series of continuous or interrelated disclosures, losses or uses of "Protected health information" will be considered as arising out of one disclosure, loss or use of "Protected health information" which shall be deemed to be an offense committed on the date of the first such disclosure, loss or use of "Protected health information" or violation of privacy rights through the disclosure, loss or use of "Protected health information", which disclosure, loss, use or violation must take place during the time that this policy is in effect.

The most we will pay for the sum of all damages and expenses under this policy because of "Loss of electronic data" and/or the disclosure, loss or use of "Protected health information" shall be an annual aggregate limit of \$50,000.

Executive Recruitment Expense

We will reimburse necessary and reasonable extra expense incurred to recruit a person to replace the Chief Executive Officer or Executive Director of the "Organization" if the Chief Executive Officer or the Executive Director dies by accident during the policy period. Such extra expense includes amounts paid by the "Organization" for advertising, travel reimbursement, legal costs and executive search firm consulting fees. This additional coverage is subject to an annual aggregate of \$50,000, which is the most we will pay for the sum of all recruitment expense claims under this policy.

Identity Theft Expense

We will reimburse any natural person who qualifies as a current "Member", for necessary and reasonable "Identity theft expense" due to an "Identity theft" first discovered by the "Member" during the policy period, reported to us within 60 days after discovery, and if the "Identity theft" occurred while the "Member" was acting within the scope of employment for the "Organization". This additional coverage is subject to an annual aggregate of \$30,000, which is the most we will pay for the sum of all "Identity theft expense" claims under this policy.

Kidnap Expense

We will reimburse necessary and reasonable expenses incurred by the "Organization" resulting directly from the kidnapping of a "Member" or a "Relative" during the policy period. This additional coverage is subject to an annual aggregate of \$50,000, which is the most we will pay for the sum of all kidnap expense claims under this policy.

Necessary and reasonable kidnap expenses include:

1. Fees and costs of independent negotiators;
2. Travel costs and accommodations incurred by a "Member" or a "Relative";

3. Salary paid by the "Organization" to a "Member" who is kidnapped, from the date of abduction to the earliest of:
 - a. Up to 30 days after release if the kidnapped "Member" has not yet returned to work;
 - b. Discovery of the kidnapped "Member's" death;
 - c. 120 days after the last credible evidence following abduction that the kidnapped "Member" is still alive; or
 - d. 60 months after the Member's" abduction.
4. Interest costs for any loan from a financial institution taken by the "Organization" to pay a ransom demand;
5. Reward money paid by the "Organization" to an informant, other than a "Member" or a "Relative," that leads to the arrest and conviction of parties responsible for loss under this additional coverage.

Network Security Reimbursement

We will reimburse you up to \$10,000 for reasonable costs and expenses you have incurred, with our prior written consent and subject to verification, for payment of an insurance deductible and/or self-insured retention for insurance issued to you as the named insured by an entity other than us, which insurance has been paid to you or on your behalf for a loss sustained during the time that this endorsement is in effect or a claim for damage sustained during the time that this endorsement is in effect, which loss or damage results from the unauthorized access to, disclosure from or interference with your computer system, including the failure by you to prevent such unauthorized access, disclosure or interference.

Newly Formed Entities

Section II – Who is an Insured, Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

Non-owned Watercraft

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2.g. Exclusions, Aircraft, Auto, or Watercraft Subparagraph (2) (a) is replaced by the following:

- (a) Less than 75 feet long; and

Security Event Costs and Expenses

We will reimburse you for reasonable costs and expenses you incur, with our prior written consent, for notification of a "Security event" to third parties in compliance with governmental or judicial requirements, or for credit protection services furnished to third parties whose private information may have been disclosed.

Our maximum aggregate limit of liability for all "Security event" costs and expenses covered by this policy shall be \$50,000.

Subpoena Response Expense

We will reimburse an Insured for expenses incurred in responding to a subpoena which the Insured first receives during the term of this policy and has reported in writing to us prior to the incurring of the expenses. The maximum amount reimbursable under this coverage, regardless of the number of subpoenas or number of insureds receiving subpoenas is \$10,000 per policy period.

Terrorism Travel Reimbursement

We will reimburse any current "Member" for necessary and reasonable "Extraordinary travel expense" incurred because of a "Certified Act of Terrorism" during the policy period. This additional coverage is subject to an annual aggregate of \$30,000, which is the most we will pay for the sum of all "Extraordinary travel expense" claims under this policy.

Unsatisfied Contributions

We will pay, with respect to an "Unsatisfied contribution", the unpaid balance of a prior written pledge to contribute, up to an annual aggregate amount of \$25,000 for all such claims.

This Additional Coverage does not apply to:

1. An "Unsatisfied contribution" from a donor who filed for, or who was in, bankruptcy before you received the donor's written pledge to contribute;
2. Any amount in excess of the fair market value of an "Unsatisfied contribution" of goods, services or property;
3. An "Unsatisfied contribution" where either the donor or you believed at the time of the written pledge that the donor would not be able to contribute the full amount pledged;
4. An "Unsatisfied contribution" arising out of a written pledge made prior to the policy period;
5. An "Unsatisfied contribution" first known to you after the policy period.

Workplace Violence / Crisis Incident / Outside Aggressor

We will pay with respect to a "Workplace violence incident", "Crisis incident", or "Outside aggressor incident" (collectively referred to herein as the incident) during the policy period and with our prior written consent the following:

1. all reasonable expenses you incur for psychological counseling of your "employee(s)" during the six months following the incident, subject to Exclusion 2.d of Section I, Coverage A within the Commercial General Liability Coverage Form to which this endorsement is attached regarding Workers' Compensation and similar laws;
2. reimbursement for the cost of the physical damage to or loss of use of personal property used in your business caused by the incident;
3. public relations consultant costs incurred by you within 90 days of the incident;
4. recruitment costs to replace your employee(s) who were physically present during the incident and are unable to continue working as a result of the incident where such costs are incurred within 90 days of the incident;
5. reimbursement of security costs or measures incurred by you within 30 days of the incident; and
6. reimbursement of funeral costs of up to \$10,000 per "employee" as a result of the incident.

Our maximum aggregate limit for all costs and expenses included within the Workplace violence / Crisis incident / Outside aggressor coverage shall be \$100,000 per policy period. This coverage shall not be applicable to any cost and/or expense which is covered by any other coverage issued by us to the Named Insured of the policy to which this endorsement is attached.

III. SUPPLEMENTARY PAYMENTS

Bail Bonds

Supplementary Payments – Coverages A and B, Paragraph 1. b. is replaced by the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Investigation or Defense

Supplementary Payments – Coverages A and B, Paragraph 1. d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

IV. COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

For the purposes of the coverage provided by this endorsement the following Exclusion is added to Coverage B - Personal and Advertising Injury Liability:

2. Exclusions:

- q. Fines, Penalties and Damages

Fines, penalties, sanctions, punitive or exemplary damages, the multiplied portion of multiplied damages, non-pecuniary relief or any amount arising from matters deemed uninsurable under the law pursuant to which this policy shall be construed.

V. ADDITIONAL DEFINITIONS

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 or any extension or amendment of the Terrorism Risk Insurance Act of 2002 or any similar law.

"Client" means an individual or individuals enrolled or participating in a program, class, activity, and/or receiving services administered, managed, supervised or governed by you.

"Crisis incident" means a dangerous or unsafe event, such as the discharge of pollutants or politically inspired violence at your business premises or at an event sponsored by you, resulting in death or serious bodily injury to three or more persons, including a public announcement that a "Crisis incident" has occurred on your business premises or at an event sponsored by you.

"Cyber breach management" means hiring for a specified period of time following a "Cyber security event" such organizations as a law firm, an information security firm or a public relations firm, as well as preparation and placement of advertisements and public relations activities.

"Cyber security event" means:

1. An act, error or omission that results, during the policy period, in unauthorized access or unauthorized use of your computer system; or
2. Unauthorized or unexpected interference by anyone that restricts or prevents access, during the policy period, to a computer system by persons who are authorized to gain such access; or

3. Infection of your computer system, during the policy period, by corrupting or harmful computer code.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Extraordinary travel expense" means necessary and reasonable hotel expense incurred within 48 hours of a "Certified Act of Terrorism" that caused a "Member's" commercial train trip or airline flight to be cancelled, as well as the increased amount necessarily and reasonably incurred by the "Member" due to rescheduling train or airline transportation that was cancelled as a result of a "Certified Act of Terrorism".

"Identity theft" means fraudulent use of the social security number or other method of identifying a current "Member", except the "Organization", and includes fraudulently using the personal identity of the "Member" to establish credit, secure loans, enter into contracts or commit crimes.

"Identity theft expense" means necessary and reasonable expense for:

1. Costs of re-filing applications for loans, grants or other credit instruments that are rejected solely as the result of an "Identity theft"; or
2. Costs of notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the "Member's" efforts to report an "Identity Theft" or amend or rectify records with respect to the "Member's" true name or identity as a result of an "Identity theft".

"Loss of electronic data" means:

1. Damage to, loss of, loss of use of, corruption of, inability to access or inability to manipulate "electronic data", and
2. "Identity theft".

"Member" means the "Organization" and any natural person who was, is, or becomes duly elected a director or trustee, or duly elected or appointed officer, employee, committee member, volunteer, intern or student in training of the "Organization", solely in his or her capacities as such. "Member" also means the spouse of a director, trustee, officer, employee, committee member, volunteer, intern or student in training for a claim arising solely out of his or her status as the spouse of a member.

"Organization" means the entity(ies) designated as the Named Insured in the declarations.

"Outside aggressor event" means an attack at or adjacent to your business premises by a person or group or persons, not your employee or employees, actively engaged in killing, attempting to kill or causing serious physical injury to a person or group of persons.

"Protected health information" means any information, whether oral or recorded in any form or medium:

1. That relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual;
2. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify that individual; and
3. as defined within the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d-1320d-8 ("HIPAA") and other similar federal, state or local laws or statutes.

"Relative" means the spouse, parent, child (including a ward or foster child) or legally recognized domestic partner of a "Member".

"Reward" means the reasonable amount that you pay a person for information regarding a "security event" or threatened or actual extortion covered by this policy; provided that the information is not otherwise available and leads to the arrest and conviction of a person responsible for the "security event" or extortion.

"Security event" means:

1. An act, error or omission that results, during the policy period, in unauthorized access or unauthorized use of your computer system; or
2. Unauthorized or unexpected interference by anyone that restricts or prevents access, during the policy period, to a computer system by persons who are authorized to gain such access; or
3. Infection of your computer system, during the policy period, by corrupting or harmful computer code.

"Unsatisfied contribution" means a contribution of money, goods, services or property, pledged to you in writing, that is not honored because of the donor's bankruptcy, reorganization, unemployment or incapacitation where such bankruptcy, reorganization, unemployment or incapacitation prevents the donor from fulfilling its terms of the contribution.

"Workplace violence incident" means any intentional threat or act of deadly force, including stalking and/or actual or attempted suicide, occurring on your premises and resulting in "bodily injury" to your employee(s), to your guest(s), or to your business invitee(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD LIABILITY - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to:

1. "bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, or in any way caused by or related to the actual, alleged or threatened ingestion, inhalation, absorption, or exposure to lead in any form from any source; or
2. any loss, expense, liability or other type of obligation arising out of or resulting from, or in any way related to any:
 - a. claim, suit, request, demand, directive, or order by or on behalf of any person, entity, or governmental authority that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead in any form from any source, or to any
 - b. claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

We shall not be obligated to investigate on behalf of an "insured" or to defend or indemnify an "insured" or any person or entity claiming any right under the policy for the matters excluded in this endorsement. Defense and Supplementary Payments shall not apply to any loss, cost, expense, claim or "suit" excluded under any provision set forth above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF
TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	
(A) Premium through end of year (12/31/	) \$
(B) Estimated Premium beyond the date specified above \$ (Refer to Paragraph D. in this endorsement.)	
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
All Coverages except: Employee Benefits Liability Improper Sexual Conduct and Physical Abuse Liability	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Possibility Of Additional Or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act. The federal program established by the Act is scheduled to terminate at the end of the year specified in Part I of the Schedule of this endorsement, unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) in Part I of the Schedule may not be appropriate.

If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in (B) in Part I of the Schedule and will charge additional premium or refund excess premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "insured" in:
 - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
 - b. Testing for a "communicable disease"; and/or
 - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
 - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

Optional Coverage Available

Liability coverage for damages for "bodily injury", "property damage" or "personal and advertising injury" arising out of a "communicable disease" may be purchased as an optional coverage. This optional coverage is provided only if an additional premium has been paid and the Communicable Disease Liability Coverage endorsement has been attached to the Commercial General Liability Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE - EXCLUSION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "insured" in:
 - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
 - b. Testing for a "communicable disease"; and/or
 - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
 - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to any liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of actual or alleged discrimination, whether intentional or unintentional, including but not limited to discrimination based upon a person’s race, color, national origin, ancestry, religion, sex and/or age, or any other protected class or characteristic under the law of the state or jurisdiction pursuant to which this policy shall be construed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to, and we shall have no duty to defend, any claim or "suit" for "bodily injury", "property damage" or "personal and advertising injury" arising out of the:

1. Unauthorized access to or use of any "computer or computer system";
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any "computer or computer system" and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any "computer or computer system" or otherwise disrupt its normal functioning or operation;
3. Denial of service attack which disrupts, prevents or restricts access to or use of any "computer or computer system", or otherwise disrupts the normal functioning or operation of a "computer or computer system"; or
4. Publication, in any manner, of material which is caused, directly or indirectly, by the unauthorized access to or use of any "computer or computer system".

For purposes of this endorsement "computer or computer system" is defined to mean: "an individual device or set of integrated devices that input, output, process and store data and information utilizing programmable electronic products designed to accept data, perform prescribed operations and display the results of those operations, including but not limited to mainframes, desktop and laptop computers, tablets and smart phones."

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING CONDITION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

10. a. **No coverage** shall be afforded by this policy to an “Insured”, other than the First Named Insured identified in the policy Declarations to which this endorsement is attached, if coverage for the claim or “suit” is afforded under any other policy issued by us to that other “Insured”.
- b. Subject to a. above, if coverage is afforded by this policy, which damages are also covered under any other coverage form within a policy issued by us, the aggregate maximum limit of insurance under all coverages within all policies issued by us applicable to the claim or “suit”, shall not exceed the highest applicable Limit of Insurance under any one coverage within any one policy. We shall, at our discretion identify the policy to which coverage for the submitted claim applies, and such policy shall be the sole and only policy written by us applicable to all such damages, regardless of the number of “Insureds”, claimants, claims or “suits”.

Condition 10. a. above **does not apply**:

1. To any “Insured”, with whom the First Named Insured has agreed to indemnify under a contract or agreement for damages arising out of “bodily injury”, “property damage”, and/or “personal and advertising injury” for the claim or “suit”.
2. To any coverage afforded within a policy issued by us to an “Insured” which specifically applies as excess insurance over the coverage included within the policy to which this endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DOG BITE LIABILITY SUBLIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that any covered claim or "suit" seeking "damages" for "bodily injury", "property damage", or "personal and advertising injury" arising out of a dog bite shall be subject to a liability limit of \$250,000 per occurrence and a \$250,000 aggregate per policy period. The limit of liability under this endorsement applies to any claim or "suit" against an "insured", or any other person or entity for whom an insured is legally responsible, caused by a dog bite and arising out of:

- a. the ownership, custody, control, and/or care of a dog by an insured or by any other person or entity for whom an insured is legally responsible;
- b. the negligent supervision of any person or animal that has contact with a dog;
- c. any liability statutorily imposed on any insured or any other person or entity for whom an insured is legally responsible with respect to a dog;
- d. the actual or alleged failure to report to the proper authorities the presence or status of a dog;
- e. the performance or failure to perform a behavioral evaluation on a dog;
- f. the assumption of liability in a contract or agreement with respect to a dog; and,
- g. the placement of a dog with a foster or adoption person, home or other entity.

It is further agreed that the limit of liability available to pay settlements or judgments will be reduced by our payment of "defense expenses." For the purposes of this endorsement, "defense expenses" means reasonable and necessary fees, costs, and expenses incurred by us that result directly from the investigation, defense, settlement and/or appeal of a specific claim or "suit."

This endorsement does not pertain to a claim or "suit" arising out of the ownership, supervision, custody, fostering, adoption, or investigation of the prior history of an "aggressive dog." Claims and "suits" arising out of the ownership, supervision, custody, fostering, adoption, or investigation of the prior history of an "aggressive dog" may be excluded under a separate endorsement.

An "aggressive dog" shall mean a dog that you or someone for whom you are legally responsible knew, prior to the incident that forms the basis of a submitted claim or "suit", was:

- 1. Responsible for inflicting "severe injury" on a human being or animal on public or private property;
- 2. Previously under investigation and deemed to be dangerous by animal control and/or local authorities; or,
- 3. Surrendered with a known history of biting resulting in "severe injury" or other violent behavior by the prior owner or governmental entity, notwithstanding any subsequent finding to the contrary by you, an insured, any other person for whom an insured is legally responsible, or by an animal behaviorist.

“Severe injury” means any physical injury that results in death, bleeding, muscle tears or disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER HAZARD LIABILITY EXCLUSION – FOSTER PERSON(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that any claim or “suit” seeking “damages” for “bodily injury”, “property damage”, or “personal and advertising injury” to a “foster child or youth” arising out of a “dependent foster person’s” use, intentional or otherwise, of a “body of water” that is maintained, controlled, and/or located on or abutting property owned, leased, controlled, or occupied by the resource family or foster parent(s) is excluded from coverage under the Commercial General Liability Coverage Form to which this endorsement is attached. Additionally, this exclusion extends to “damages” to a “dependent foster person” arising out of the ownership, maintenance or control of diving boards, platforms, slides, or ladders used for ingress or egress of a “body of water” that is maintained, controlled, and/or located on or abutting property owned, leased, or occupied by the “dependent foster person’s” resource family or foster parent(s).

For the purposes of the endorsement, “body of water” shall mean a swimming pool, lap pool, wading pool, hot tub, spa, jacuzzi, fountain, pond, river, creek, lake, ocean, or any other collection of water.

For the purposes of the endorsement, “dependent foster person” shall mean a dependent child or youth, regardless of age, who is separated from their biological parent(s) pursuant to the Welfare and Institutions Code, or similar code, or judicial mandate.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HABITABILITY - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed that **Section I – Coverage A – Bodily Injury and Property Damage Liability, Subsection 2. Exclusions** is amended by addition of the following exclusion at the end thereof:

r. Habitability of Premises:

This insurance does not apply to damages or expenses due to "bodily injury" or "property damage" arising directly or indirectly from any and all allegations related in any way to "habitability" or maintenance of premises, site or location, including but not limited to, claims or "suits" arising out of alleged or actual breach of the following:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, state or local section 8 (government subsidized) programs;
- (f) Any administrative rules or regulations, including but not limited to those promulgated by local municipalities;
- (g) Federal, state or local "habitability" standards;
- (h) Common law;
- (i) Statutory law;
- (j) Alleged or actual failure to maintain any premises, site or location in, or restore any premises, site or location to, a safe, sanitary, healthy, habitable and/or tenantable condition; and,
- (k) Actual or constructive wrongful eviction arising from (a) through (j) above.

This exclusion applies even if negligence or other wrongdoing is alleged in the supervision, hiring, employment, training, investigation, reporting to authorities, or monitoring of other(s) by an insured if the "occurrence" which caused, in whole or in part, the "bodily injury" or "property damage" arises from any one or more of (a)-(k) above.

We shall have no duty to defend or indemnity any claim or "suit" arising out of any one or more of (a)-(k) above.

It is hereby understood and agreed that **Section 1 – Coverage B – Personal and Advertising Injury, Subsection 2. Exclusions** is amended by addition of the following exclusion at the end thereof:

"This insurance does not apply to:"

q. Habitability of Premises:

This insurance does not apply to damages or expenses due to "personal and advertising injury" arising directly or indirectly from any and all allegations related in any way to "habitability" or maintenance of premises, site or location, including but not limited to, claims or "suits" arising out of alleged or actual

breach of the following:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, state or local section 8 (government subsidized) programs;
- (f) Any administrative rules or regulations, including but not limited to those promulgated by local municipalities;
- (g) Federal, state or local "habitability" standards;
- (h) Common law;
- (i) Statutory law;
- (j) Alleged or actual failure to maintain any premises, site or location in, or restore any premises, site or location to, a safe, sanitary, healthy, habitable and/or tenantable condition; and,
- (k) Actual or constructive wrongful eviction arising from (a) through (j) above.

This exclusion applies even if negligence or other wrongdoing is alleged in the supervision, hiring, employment, training, investigation, reporting to authorities, or monitoring of other(s) by an insured if the negligence or wrongdoing which caused, in whole or in part, the "personal and advertising injury" arises from any one or more of (a)-(k) above.

We shall have no duty to defend or indemnify any claim or "suit" arising out of any one or more of (a)-(k) above.

For the purposes of this endorsement "habitability" means safe living environment and/or fit for occupancy by human beings in a sanitary, healthy, habitable, and tenantable condition.

This endorsement is null and void if the "Habitability Sublimit" is also attached to the Commercial General Liability Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization acting as a manager or lessor of a covered premises that you are required to name as an additional insured on this policy, under a written contract, lease, or agreement currently in effect, or becoming effective during the term of this policy
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that issues a permit or authorization to the named insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization acting as mortgagee, assignee, or receiver with respect to locations scheduled on the policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations under written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph **f., Pollution** of Paragraph **2., Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** and to Subparagraph **m., Pollution** of Paragraph **2., Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability** or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – GUARANTY ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS

- A.** Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B.** The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the later of the end of the insured's most recent fiscal year or the December thirty-first of the year next preceding the date the insurer becomes insolvent; provided that an insured's net worth on such date shall be deemed to include the aggregate net worth of the insured and all of its affiliates as calculated on a consolidated basis.

2. Payments made by the Association for covered claims will include only that amount of each claim which is less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$25,000.

These limitations have no effect on the coverage we will provide under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI CHANGES – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **1.a.** of **Coverage C – Medical Payments** is replaced by the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1)** On premises you own or rent;
- (2)** On ways next to premises you own or rent;
or
- (3)** Because of your operations;
provided that:
 - (a)** The accident takes place in the "coverage territory" and during the policy period;

- (b)** The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and
- (c)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSOURI – DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

SCHEDULE – PART I

Terrorism Premium (Certified Acts) \$

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):

All Coverages except:

Employee Benefits Liability

Improper Sexual Conduct and Physical Abuse Liability

Additional information, if any, concerning the terrorism premium:

SCHEDULE – PART II

Federal share of terrorism losses _____ % Year: 20 _____

(Refer to Paragraph **B.** in this endorsement.)

Federal share of terrorism losses _____ % Year: 20 _____

(Refer to Paragraph **B.** in this endorsement.)

NOTE: The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.