

be deemed to have been made at the time the claim was first reported to us. With respect to such claim the Limits of Coverage for the policy in effect at the time such claim was first made shall apply.

- f. All claims based on or arising out of the same "wrongful act" or series of interrelated "wrongful acts" by one or more members, including "damages" claimed by any person for care, loss of services or death resulting at any time from the "wrongful act", shall be considered a single claim. Such single claim will be deemed to have been made in accordance with d. or e above, regardless of the number of claims subsequently made.

2. Exclusions

This coverage form does not apply to:

a. Access Or Disclosure Of Confidential Or Personal Information

Any "damages", claim or "suit" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if "damages" are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations 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 information.

b. Aircraft

Any "damages", claim or "suit" arising directly or indirectly out of the ownership, maintenance, use or entrustment to others of any aircraft including any "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that member, if the "damages", claim or "suit" arise out of the ownership, maintenance, use or entrustment to others of any aircraft including any "unmanned aircraft".

c. Asbestos

Any "damages", claim or "suit" arising out of:

- (1) Any alleged, actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "asbestos hazard";
- (2) Any request, demand or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (3) Any testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

d. Benefit To The Named Member

"Damages" arising from any claim or "suit" brought by the Named Member or on its behalf where upon payment of the "damages" will become an asset of the Named Member.

e. Bodily Injury, Personal And Advertising Injury, Property Damage, Sexual Abuse Injury Or Employee Benefits Injury

"Bodily injury", "personal and advertising injury", "property damage", "sexual abuse injury" or "employee benefits injury".

f. Breach Of Contract

Any "damages", claim or "suit" arising out of any breach of contract.

g. Collective Bargaining

Any "damages", claim or "suit" arising out of any:

- (1) Collective bargaining process;
- (2) Collective bargaining agreement;
- (3) Union grievance; or
- (4) Claim or "suit" by or on behalf of a union.

h. Contractual Liability

Any claim or "suit" arising out of any "wrongful act" for which the member 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" that the member would have in the absence of the contract or agreement.

i. Cost Estimates

Any "damages", claim or "suit" arising out of estimates of probable costs or cost estimates being exceeded or faulty preparation of bid specifications or plans including architectural plans.

j. Criminal, Fraudulent Or Malicious Acts

Any "damages", claim or "suit" arising out of any criminal, dishonest, fraudulent or malicious conduct or other willful violation of laws committed by a member or by anyone with the consent or knowledge of a member; however, this exclusion does not apply to any member who did not participate in or have knowledge of such conduct or violation.

k. Eminent Domain

Any "damage", claim or "suit" arising out of or in any way connected with the principles of eminent domain, condemnation proceedings or inverse condemnation, adverse possession or dedication by adverse use (or by whatever name called), whether such liability accrues directly against any member or by virtue of any agreement entered into by or on behalf of any member.

l. ERISA

Any "damages", claim or "suit" arising out of any violation of or failure to comply with the Employee Retirement Security Act of 1974 (ERISA) and its amendments or similar provisions of any federal, state, local or statutory law or common law.

m. Failure To Integrate Or Desegregate

The failure to integrate or desegregate the student enrollment or participation in any school district.

n. Fiduciary

Any "damages", claim or "suit" arising out of your activities as a trustee or while acting in a fiduciary capacity including, but not limited to, managing, investing, setting investment policy, oversight responsibilities or providing investment advice for any public or private investment fund, trust or pool.

o. Employment Compensation

Employment compensation including but not limited to:

- (1) Back wages, salary, bonus, overtime; or
- (2) Prospective wages, salary, bonus, overtime or other future economic relief or the equivalent thereof which compensates the claimant for "employment practices injury" beyond the date of settlement or adjudication.

This exclusion applies even if:

- (1) Wages, salaries, bonuses or overtime are designated as liquidated "damages" under any federal, state or local statutes, rules, ordinances or regulations; or
- (2) Claims arise from any contract or agreement.

p. Health Care Services

Any "damages", claim or "suit" arising out of:

- (1) The rendering or failure to render:
 - (a) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverage;
 - (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.

q. Internet Access