



**CRYSTAL LAKE ELEMENTARY DISTRICT #47**  
300 Commerce Drive, Crystal Lake, Illinois 60014 (815) 788-5000  
[www.d47.org](http://www.d47.org)  
[@crystallakeSD47](mailto:/D47schools)

February 14, 2022

Ms. Teresa Dedina  
207 Jake Lane  
Hampshire, Illinois 60140  
[tdedina23@gmail.com](mailto:tdedina23@gmail.com)

**Re: Freedom of Information Act Request**

Dear Ms. Dedina:

On February 7, 2022, the School District 47 FOI Officer received your Freedom of Information Act request dated the same day. Please be advised that 5 U.S.C. 552b, which you reference as "The Sunshine Act," applies only to agencies of the federal government, not state governments or units of local government within the states. However, the School District is responding to your request pursuant to applicable Illinois law, specifically the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*

**Request #1:** A photocopy of your Public Official Surety Bond required by Illinois (15 ILCS 405/3) (from Ch. 15, par. 203).

**Response:** The School District does not have any documents responsive to this request. The State Comptroller Act (15 ILCS 405/1, *et seq.*) does not apply to public school districts.

**Request #2:** A photocopy of the governing board of education blanket surety bond if your board requires the members to be bonded under a blanket bond.

**Response:** The School District does not have any documents responsive to this request. Illinois law and Board policy do not require such a bond.

**Request #3:** A photocopy of your Errors & Omissions (E&O), a Surety Liability Insurance policy, and the Duty of Care policy if applicable.

**Response:** Enclosed is a copy of the School District's School Board Legal Liability (also known as Educator's Legal and Employment Practices Liability Insurance) and Commercial General Liability policies, and the Treasurer's Bond. The School District does not have a "Surety Liability Insurance" policy or a "Duty of Care" policy.

**Request #4:** A photocopy of your school board General Obligation Bonds.

**Response:** The School District assumes this request is seeking "General Obligations Bonds" in the context of liability insurance policies. To the extent that assumption is correct, the School District does not have records responsive to this request. The School District has issued General Obligation Bonds for the purpose of providing revenue to the School District, as opposed to

liability protection. Copies of the records related to revenue bonds can be found at the following weblink:

<https://emma.msrb.org/IssuerHomePage/State?state=IL>

**Request #5:** A photocopy of your general long-term bond for the school board.

**Response:** The School District does not have any documents responsive to this request.

**Request #6:** A photocopy of your school Board Crime Policy.

**Response:** Enclosed is a copy of the School District's Crime Coverage Policy.

**Request #7:** A photocopy of your Risk Management Policy.

**Response:** The School District does not have any documents responsive to this request.

**Request #8:** A photocopy of the following documents if applicable: ACORD 125, ACORD 126, ACORD 127, ACORD 128.

**Response:** The School District does not have any documents responsive to this request. ACORD documents simply evidence coverage contained in insurance policies, copies of which have been provided to you in response to this request.

**Request #9:** A photocopy of the Certificate of Liability.

**Response:** The School District does not have any documents responsive to this request.

**Request #10:** A photocopy of the power of power of attorney for the surety bond company.

**Response:** Enclosed is a copy of the School District's treasurer bond.

**Request #11:** A photocopy of the power of attorney for the surety bond company.

**Response:** Enclosed is a copy of the School District's treasurer bond.

**Request #12:** Public Officials and/or any other bonds pertaining to proof of liability and policies. \*\*Based on any and all losses of financial responsibility due to negligence or dishonesty. Any and all based on the contract of terms and conditions.

**Response:** Enclosed please find a copy of the Treasurer's Bond.

**Request #13:** A photocopy of the Faithful Performance bond.

**Response:** The School District does not have any documents responsive to this request.

**Request #14:** A photocopy of the Public Employee Dishonesty Policy.

**Response:** The School District does not have any documents described by this Request. But, see the Response to Request #6.

**Request #15:** A photocopy of the Public Employee Blanket Bond.

**Response:** The School District does not have any documents responsive to this request.

**Request #16:** A photocopy of the Statutory Bond:

**Response:** The School District does not have any documents responsive to this request.

**Request #17:** A photocopy of the Official Bond.

**Response:** The School District does not have any documents responsive to this request.

To the extent your request has been denied by the District FOI Officer, you may appeal this decision to the Illinois Attorney General - Public Access Counselor: 500 S. 2nd Street, Springfield, Illinois 62701, Phone: 1-877-299-FOIA or (1-877-299-3642), Fax: (217) 782-1396, E-mail: [public.access@ilag.gov](mailto:public.access@ilag.gov) . You may also appeal this decision by filing suit for injunctive relief in the circuit court for McHenry County, Illinois.

This fulfills our obligation to your FOIA request. If I can be of further assistance please do not hesitate to contact me.

Sincerely,



Clare F. Bourne  
Freedom of Information Officer  
Crystal Lake School District 47

**REQUEST FOR ACCESS TO PUBLIC RECORDS**  
**PURSUANT TO THE FREEDOM OF INFORMATION ACT (5ILCS 140)**

**DATE OF REQUEST:** February 7, 2022

**FOIA RECORD #** \_\_\_\_\_

**NAME:** TERESA DEDINA

**ORGANIZATION:** NONE

**ADDRESS:** 207 JAKE LN.

**PHONE NUMBER:** 630-229-1040

HAMPSHIRE, IL 60140

I HEREBY REQUEST UNDER THE FREEDOM OF INFORMATION ACT 5 U.S.C. subsection 552b, and the Illinois Freedom of Information Act (5ILCS 140). I request that a photo copy of the following documents be provided to me:

1. PUBLIC OFFICIAL SURETY BOND REQUIRED BY ILLINOIS (15 ILCS 405/3) (FROM CH.15, par.203) for the following people:
2. A PHOTOCOPY OF THE GOVERNING BOARD OF EDUCATION BLANKET SURETY BOND IF YOU ARE BONDED UNDER A BLANKET BOND.
3. A PHOTOCOPY OF YOUR ERRORS & OMISSIONS (E&O), a SURETY LIABILITY INSURANCE POLICY, AND THE DUTY of CARE POLICY.
4. A PHOTOCOPY OF YOUR SCHOOL BOARD GENERAL OBLIGATION BONDS.
5. A PHOTOCOPY OF YOUR GENERAL LONG TERM BOND FOR THE SCHOOL BOARD.
6. A PHOTOCOPY OF YOUR SCHOOL BOARD CRIME POLICY.
7. A PHOTOCOPY OF YOUR RISK MANAGEMENT POLICY.
8. A PHOTOCOPY OF THE FOLLOWING DOCUMENTS: ACORD 125, ACORD 126, ACORD 127, ACORD 128.
9. A PHOTOCOPY OF THE CERTIFICATE OF LIABILITY.
10. A PHOTOCOPY OF THE POWER OF ATTORNEY FOR THE SURETY BOND COMPANY.
11. A PHOTOCOPY OF THE BLANKET BOND POWER OF ATTORNEY FOR THE SURETY BOND.
12. PUBLIC OFFICIALS AND/OR ANY OTHER BONDS PERTAINING TO PROOF OF LIABILITY AND POLICIES. \*\*BASED ON ANY AND ALL LOSSES OF FINANCIAL RESPONSIBILITIES DUE TO NEGLIGENCE OR DISHONESTY. ANY AND ALL BASED ON THE CONTRACT OF TERMS AND CONDITIONS.
13. A PHOTOCOPY OF THE FAITHFUL PERFORMANCE BOND.
14. A PHOTOCOPY OF THE PUBLIC EMPLOYEE DISHONESTY POLICY.
15. A PHOTOCOPY OF THE PUBLIC EMPLOYEE BLANKET BOND.
16. A PHOTOCOPY OF THE STATUTORY BOND.
17. A PHOTOCOPY OF THE OFFICIAL BOND.

**THE DOCUMENTS SHOULD INDICATE THE POLICY NUMBER AND THE INSURED AMOUNT OF THE POLICY.**

**FOR THE FOLLOWING PEOPLE:**

- **SUPERINTENDENT:** KATHY J. HINZ, ED. D.
- **SCHOOL BOARD MEMBERS:**
- MRS. EMILY SMITH
- DR. DEBRA BARTON
- DR. TIM MAHAFFY
- MR. JONATHAN POWELL
- MR. ROB FETZNER - PRESIDENT
- DR. BETSY LES – VICE PRESIDENT
- MR. RYAN FARRELL

I am a private citizen seeking information concerning your public official surety bond, or the Errors & Omissions (E&O), and or the Duty of Care policy that you are REQUIRED BY THE STATE of ILLINOIS to obtain before swearing the oath of office.

(15 ILCS 405/3) (from Ch. 15, par. 203) Sec.3. Oath and Bond: Before entering upon the duties of his or her office, the Comptroller shall take and subscribe to the oath or affirmation prescribed by Article XIII, Section 3 of the constitution and shall give bond payable to the People of the State of Illinois in the sum of \$1,000,000 by inclusion in the blanket bond or bonds or self-insurance program provided for in sections 14.1 and 14.2 of the Official Bond Act. The bond shall be conditioned (i) on the faithful discharge of the Comptroller's duties, (ii) on the delivery of all papers, books, records, and other property appertaining to his or her office, whole, safe, and undefaced, to the successor in office, and (iii) on the Comptroller giving such additional bonds as may be legally required.

Public Official Surety Bond requests fall under the **Freedom of Information Act (FOIA), 5 U.S.C. subsection 552, The Sunshine Act 5 U.S.C. subsection 552b, The Illinois Freedom of Information Act (5 ILCS)**, and by law you are obligated to supply me with this information.

It is public knowledge in the State of Illinois that all school boards in the state and the superintendents are required to be bonded, carry a surety liability insurance policy, an Errors & Omissions, or a Duty of Care Policy.

I request that this information be emailed to me no later than February 11, 2022.

Thank you in advance for your prompt attention and response to this request.

Respectfully,

Teresa Dedina – [tdedina23@gmail.com](mailto:tdedina23@gmail.com)

207 Jake Ln.

Hampshire, IL 60140

630-229-1040

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**FOR OFFICE USE ONLY:**

The District's response and records were accessed by:  In house inspection  Pick-up  Mail  Fax  Email

Date: \_\_\_\_\_ Time: \_\_\_\_\_

AMT REC'D: \_\_\_\_\_ Check# \_\_\_\_\_ Cash \_\_\_\_\_

FOIA OFFICER: \_\_\_\_\_

WITNESS: \_\_\_\_\_

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**Crystal Lake Community Consolidated School District 47**

**300 Commerce Drive, Crystal Lake, IL 60014**

**Phone: 815-459-6070 Fax: 815-479-8566**



# EMPOWERING ALL STUDENTS

Learners Today - Leaders Tomorrow

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February 8, 2022

Ms. Teresa Dedina  
207 Jake Ln.  
Hampshire, IL 60140

**Re: Freedom of Information Request**

Dear Ms. Dedina:

On Monday, February 7, 2022, Crystal Lake School District No. 47 received a Freedom of Information Act (“FOIA”) Request from you via email, in which you requested the following:

1. PUBLIC OFFICIAL SURETY BOND REQUIRED BY ILLINOIS (15 ILCS 405/3) (FROM CH.15, par.203) for the following people:
2. A PHOTOCOPY OF THE GOVERNING BOARD OF EDUCATION BLANKET SURETY BOND IF YOU ARE BONDED UNDER A BLANKET BOND.
3. A PHOTOCOPY OF YOUR ERRORS & OMISSIONS (E&O), a SURETY LIABILITY INSURANCE POLICY, AND THE DUTY of CARE POLICY.
4. A PHOTOCOPY OF YOUR SCHOOL BOARD GENERAL OBLIGATION BONDS.
5. A PHOTOCOPY OF YOUR GENERAL LONG TERM BOND FOR THE SCHOOL BOARD.
6. A PHOTOCOPY OF YOUR SCHOOL BOARD CRIME POLICY.
7. A PHOTOCOPY OF YOUR RISK MANAGEMENT POLICY.
8. A PHOTOCOPY OF THE FOLLOWING DOCUMENTS: ACORD 125, ACORD 126, ACORD 127, ACORD 128.
9. A PHOTOCOPY OF THE CERTIFICATE OF LIABILITY.
10. A PHOTOCOPY OF THE POWER OF ATTORNEY FOR THE SURETY BOND COMPANY.
11. A PHOTOCOPY OF THE BLANKET BOND POWER OF ATTORNEY FOR THE SURETY BOND.
12. PUBLIC OFFICIALS AND/OR ANY OTHER BONDS PERTAINING TO PROOF OF LIABILITY AND POLICIES. \*\*BASED ON ANY AND ALL LOSSES OF FINANCIAL RESPONSIBILITIES DUE TO NEGLIGENCE OR DISHONESTY. ANY AND ALL BASED ON THE CONTRACT OF TERMS AND CONDITIONS.
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15. A PHOTOCOPY OF THE PUBLIC EMPLOYEE BLANKET BOND.
16. A PHOTOCOPY OF THE STATUTORY BOND.
17. A PHOTOCOPY OF THE OFFICIAL BOND.

THE DOCUMENTS SHOULD INDICATE THE POLICY NUMBER AND THE INSURED AMOUNT OF THE POLICY.

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300 Commerce Dr. Crystal Lake, IL 60014 815.788.5000

[www.d47.org](http://www.d47.org) D47schools crystallakesd47

FOR THE FOLLOWING PEOPLE:

- SUPERINTENDENT: KATHY J. HINZ, ED. D.
- SCHOOL BOARD MEMBERS:
- MRS. EMILY SMITH
- DR. DEBRA BARTON
- DR. TIM MAHAFFY
- MR. JONATHAN POWELL
- MR. ROB FETZNER - PRESIDENT
- DR. BETSY LES – VICE PRESIDENT
- MR. RYAN FARRELL

Please be advised that we are extending the time within which to respond by five business days, as allowed by sections 3(e)(vi) of FOIA (ILCS 140/3(e)(vi) because:

(vi) “the request cannot be complied with by the public body within the time limits prescribed by paragraph (c) of this Section without unduly burdening or interfering with the operations of the public body.”

If you have any questions, please feel free to contact me at 815-788-5000.

Sincerely,



Clare F. Bourne  
Freedom of Information Officer  
Crystal Lake School District 47



Collective Liability Insurance Cooperative  
Coverage Document No: CLICCGL2021

Commercial General Liability  
CLIC DEC CGL 0721

COMMERCIAL GENERAL LIABILITY DECLARATIONS

COVERAGE PROVIDER AND MAILING ADDRESS:

Collective Liability Insurance Cooperative (CLIC)  
c/o Stevenson High School District #125  
2 Stevenson Drive  
Lincolnshire, IL 60069

NAMED MEMBERS: See endorsement #1 (and its amendments-if any)

COVERAGE DOCUMENT PERIOD: 07/01/21 to 07/01/22

AT 12:01 A.M. TIME AT THE MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF CONTRIBUTIONS, AND SUBJECT TO ALL THE TERMS OF THIS COVERAGE DOCUMENT, WE AGREE WITH YOU TO PROVIDE THE COVERAGES AS STATED HEREIN.

LIMITS OF COVERAGE – PER NAMED MEMBER	
EACH OCCURRENCE LIMIT	
DAMAGE TO PREMISES RENTED TO YOU LIMIT – ANY ONE PREMISES	
MEDICAL EXPENSE LIMIT – ANY ONE PERSON	
PERSONAL & ADVERTISING INJURY LIMIT – ANY ONE PERSON OR ORGANIZATION	\$see endorsement #1 (and its amendments-if any)
GENERAL AGGREGATE LIMIT	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

PUBLIC ENTITY

BUSINESS DESCRIPTION: PUBLIC SCHOOLS

ALL PREMISES YOU OWN, RENT OR OCCUPY

LOCATION NUMBER	ADDRESS OF ALL PREMISES YOUR OWN, RENT OR OCCUPY
	As per schedule on file with CLIC

CLASSIFICATION AND CONTRIBUTION

As per schedule on file with CLIC

ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS COVERAGE DOCUMENT:

See attached CLIC FORMS CGL 0716

THESE DECLARATIONS, TOGETHER WITH THE COMMON COVERAGE CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED COVERAGE DOCUMENT.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

FORMS SCHEDULE

FORM NUMBER	DATE	FORM TITLE
CLIC DEC CGL	0721	Commercial General Liability Declarations
CLIC FORMS CGL	0720	Forms Schedule
CLIC CG0001	0413	Commercial General Liability Coverage Form
CG CLIC	0715	CLIC School Amendatory Endorsement
CLIC CG2028	0413	Additional Member – Lessor Of Leased Equipment
CLIC CG2012	0413	Additional Member – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations
CLIC CG2013	0413	Additional Member – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises
CLIC CG2026	0413	Additional Member – Designated Person or Organization
CLIC CG2015	0413	Additional Member - Vendors
CLIC CG2001	0413	Primary and Noncontributory – Other Coverage or Insurance Condition
CLIC CG2147	1207	Employment Related Practices Exclusion
CLIC CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CLIC IL0985	0115	Disclosure Pursuant To Terrorism Risk Insurance Act
CLIC CG2404	0509	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
CLIC CG2450	0615	Limited Coverage For Designated Unmanned Aircraft
CLIC IL0021	0908	Nuclear Energy Liability Exclusion (Broad Form)
CLIC CG2167	1204	Fungi Or Bacteria Exclusion
CLIC CG2132	0720	Organic Pathogens Exclusion
CLIC CG2106	0514	Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – With Limited Bodily Injury Exception
CLIC CG0435	1207	Employee Benefits Liability Coverage
CLIC SAM	1014	Sexual Misconduct Coverage Form
CLIC CRC	0717	Crisis Response Coverage Extension Endorsement
CLIC PD0001	0720	Police Professional Liability Coverage
ENDORSEMENT #1		Named Members And Limits Of Coverage
ENDORSEMENT #2		CLIC Bullying Endorsement



## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this coverage document the words "you" and "your" refer to the Named Member shown in the Declarations, and any other person or organization qualifying as a Named Member under this coverage document. The words "we", "us" and "our" refer to the Collective Liability Insurance Cooperative (CLIC).

The word "Member" means any person or organization qualifying as such under Section II – Who Is A Member.

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. Coverage Agreement

a. We will pay those sums that the Member becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this coverage applies. We will have the right and duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages for "bodily injury" or "property damage" to which this coverage 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 Coverage; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of coverage 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 coverage 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 coverage document period; and
- (3) Prior to the coverage document period, no Member listed under Paragraph 1. of Section II – Who Is A Member 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 Member or authorized "employee" knew, prior to the coverage document 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 coverage document period will be deemed to have been known prior to the coverage document period.

c. "Bodily injury" or "property damage" which occurs during the coverage document period and was not, prior to the coverage document period, known to have occurred by any Member listed under Paragraph 1. of Section II – Who Is A Member 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 coverage document period.



d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any Member listed under Paragraph 1. of Section II – Who Is A Member 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 or coverage provider;
- (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 coverage does not apply to:

### a. Expected Or Intended Injury

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the Member.

This exclusion does not apply to "bodily injury" resulting from:

- (1) The use of reasonable force to protect persons or property; or
- (2) Any corporal punishment administered to your students by or at the direction of your current or former teachers, student teachers or school administrators. This coverage does not apply to:
  - (a) The malicious infliction of corporal punishment; or
  - (b) Corporal punishment in violation of law, or the policy or regulations of the Member or its governing bodily, where applicable.

### b. Contractual Liability

"Bodily injury" or "property damage" 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:

- (1) That the Member would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is a "covered 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 a "covered contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than a Member 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 "covered 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 coverage applies are alleged.



c. Liquor Liability

"Bodily injury" or "property damage" for which any Member 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 Member allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that Member; 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 Member 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 Member arising out of and in the course of:
  - (a) Employment by the Member; or
  - (b) Performing duties related to the conduct of the Member'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 Member 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 Member under a "covered 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 Member. 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 coverage document as an Additional Member with respect to your ongoing operations performed for that Additional Member 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 Member, other than that Additional Member; 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 Member 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 Member; 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 Member or any contractors or subcontractors working directly or indirectly on any Member'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 Member, 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 Member, 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 Member or any contractors or subcontractors working directly or indirectly on any Member'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 Member 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 Member 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 Member. 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 "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 Member.

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 Member;

(4) Liability assumed under any "covered 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 Member; 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. This exclusion shall apply to extracurricular racing club activities only.

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 Member;

(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 coverage applies to Damage To Premises Rented To You as described in Section III – Limits Of Coverage.

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.



I. 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".

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) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or
- (5) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, FCRA, or FDCPA 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 coverage applies to this coverage as described in Section III – Limits Of Coverage.

## COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Coverage Agreement

a. We will pay those sums that the Member becomes legally obligated to pay as damages because of "personal and advertising injury" to which this coverage applies. We will have the right and duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages for "personal and advertising injury" to which this coverage 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 Coverage; and
- (2) Our right and duty to defend end when we have used up the applicable limit of coverage 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 coverage 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 coverage document period.

### 2. Exclusions

This coverage does not apply to:

#### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the Member 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 Member with knowledge of its falsity.

#### c. Material Published Prior To Coverage Document 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 coverage document period.

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the Member has assumed 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.

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 implied or express statement or warranty 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. Members In Media And Internet Type Businesses

"Personal and advertising injury" committed by a Member 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, bulletin board or any similar electronic medium or means of communication the Member hosts, owns, or over which the Member exercises control.

I. 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 Member 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) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or



(5) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, FCRA, or FDCPA 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. Coverage 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 coverage document 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 coverage. 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 Member

To any Member, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any Member or a tenant of any Member.

#### 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 Member, 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 exercise or games, sports, or athletic contest.

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 a Member we defend:

a. All expenses we incur.

b. The 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 coverage. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the Member 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 Member in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Member.

f. Prejudgment interest awarded against the Member on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, 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 coverage.

These payments will not reduce the limits of coverage.

2. If we defend a Member against a "suit" and an indemnitee of the Member 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 Member has assumed the liability of the indemnitee in a contract or agreement that is a "covered contract";

b. This coverage applies to such liability assumed by the Member;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Member in the same "covered 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 Member and the interests of the indemnitee;



e. The indemnitee and the Member 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 Member 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 or coverage provider whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance or coverage 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 coverage.

Our obligation to defend a Member'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 coverage 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 A MEMBER

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are Members, 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 a Member. Your members, your partners, and their spouses are also Members, but only with respect to the conduct of your business.
- c. A limited liability company, you are a Member. Your members are also Members, but only with respect to the conduct of your business. Your managers are Members, 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 a Member. Your "executive officers" and directors are Members, but only with respect to their duties as your officers or directors. Your stockholders are also Members, but only with respect to their liability as stockholders.
- e. A trust, you are a Member. Your trustees are also Members, but only with respect to their duties as trustees.

2. Each of the following is also a Member:



a. Your "volunteer workers" only while performing duties related to the conduct of your business and 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 Members 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 Member if there is no other similar coverage or 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 coverage document 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 a Member with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Member in the Declarations.

### SECTION III – LIMITS OF COVERAGE

1. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Members;
- 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 Coverage 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 coverage document period shown in the Declarations, unless the coverage document 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 Coverage.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy



Bankruptcy or insolvency of the Member or of the Member'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 Member, 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 Member 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 Member because of injury or damage to which this coverage may also apply.

d. No Member will, except at that Member's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior written 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 a Member; 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 a Member; 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 coverage. An agreed settlement means a settlement and release of liability signed by us, the Member and the claimant or the claimant's legal representative.

## 4. Motor Vehicle Responsibility Law

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the coverage provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of coverage or insurance required by that law.



2. With respect to "mobile equipment" to which this coverage applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle coverage or insurance law. We will provide the required limits for those coverages.

## 5. Other Coverage or Insurance

If other valid and collectible coverage or insurance is available to the Member for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

### a. Primary Coverage or Insurance

This coverage is primary except when Paragraph b. below applies. If this coverage is primary, our obligations are not affected unless any of the other coverage or insurance is also primary. Then, we will share with all that other coverage or insurance by the method described in Paragraph c. below.

### b. Excess Coverage or Insurance

(1) This coverage is excess over:

(a) Any of the other coverage or 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 coverage or insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is coverage or 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 coverage or 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 or included as an additional covered party or additional insured.

(2) When this coverage is excess, we will have no duty under Coverages A or B to defend the Member against any "suit" if any other coverage provider or insurer has a duty to defend the Member against that "suit". If no other coverage provider or insurer defends, we will undertake to do so, but we will be entitled to the Member's rights against all those other coverage providers or insurers.

(3) When this coverage is excess over other coverage or 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 coverage or insurance would pay for the loss in the absence of this coverage; and

(b) The total of all deductible, retained and self-insured amounts under all that other coverage or insurance.

(4) We will share the remaining loss, if any, with any other coverage or insurance that is not described in this Excess Coverage or Insurance provision and was not bought specifically to apply in excess of the Limits of Coverage shown in the Declarations of this Coverage Part. (a) Method Of Sharing



If all of the other coverage or insurance permits contribution by equal shares, we will follow this method also. Under this approach each coverage provider or insurer contributes equal amounts until it has paid its applicable limit of coverage or insurance or none of the loss remains, whichever comes first.

If any of the other coverage or insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each coverage provider's or insurer's share is based on the ratio of its applicable limit of coverage or insurance to the total applicable limits of coverage or insurance of all coverage providers or insurers.

#### 6. Calculation of Contribution

The contribution shown in the Declarations was computed based on rates in effect at the time the coverage document was issued. On each renewal, continuation, or anniversary of the effective date of this coverage document, we will compute the contribution in accordance with our rates and rules then in effect and in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

#### 7. Contribution Audit

We will compute all contributions for this Coverage Part in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

#### 8. Representations

By accepting this coverage document, 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 coverage document in reliance upon your representations.

#### 9. Separation Of Members

Except as noted otherwise herein, this coverage applies:

- a. As if each Named Member were the only Named Member; and
- b. Separately to each Member against whom claim is made or "suit" is brought.

#### 10. Transfer Of Rights Of Recovery Against Others To Us

If the Member has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Member must do nothing after loss to impair them. At our request, the Member will bring "suit" or transfer those rights to us and help us enforce them.

#### 11. When We Do Not Renew

If we decide not to renew this Coverage Part for a Named Member, we will notify the Named Member of such nonrenewal in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

#### 12. Cancellation Or Nonrenewal

- a. The Named Member shown in the Declarations may cancel or nonrenew its coverage under this coverage document by mailing or delivering to us advance written notice of cancellation or nonrenewal in



accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

b. We may cancel or nonrenew coverage with respect to a Named Member under this coverage document by mailing or delivering to the Named Member written notice of cancellation or nonrenewal in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

### 13. Changes

This coverage document contains agreements between you and us concerning the coverage afforded. The Named Member shown in the Declarations is authorized to make changes in the terms of this coverage document with respect to the coverages that apply to that Named Member with our consent. This coverage document's terms can be amended or waived only by endorsement issued by us and made a part of this coverage document.

### 14. Examination Of Your Books And Records

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

### 15. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to Member eligibility and the contributions 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:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes such inspections, surveys, reports or recommendations.

### 16. Contributions

The Named Member shown in the Declarations:

- (a) Is responsible for the payment of its portion of all contributions; and
- (b) Will be the payee for its portion of any return contributions we pay.

### 17. Transfer Of Your Rights And Duties Under This Coverage Document

Your rights and duties under this coverage document may not be transferred without our written consent except in the case of death of an individual Named Member.



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.

#### 18. Binding Arbitration

If we and the Member do not agree whether coverage is provided under this Coverage Part for a claim made against the Member, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- (a) Pay the expenses it incurs; and
- (b) Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by two of the arbitrators will be binding.

### 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 in the state 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 Member'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. "Covered 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 a "covered 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 Member, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Member's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

6. "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.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".



8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

10. "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.

11. "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".

12. "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".

13. "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".

14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

15. "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".

16. "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.

17. "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 Member;
- (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 coverage document Schedule, states that products-completed operations are subject to the General Aggregate Limit.

18. "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 coverage, electronic data is not tangible property.

19. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this coverage applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the Member 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 Member submits with our consent.

20. "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.

21. "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.

22. "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.

23. "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.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

### **CLIC SCHOOL AMENDATORY ENDORSEMENT**

With respect to the ownership or operation of a school, this endorsement modifies coverage under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to coverage afforded by this endorsement, the provisions of the coverage document apply unless modified by the endorsement.

**A. Professional Services Liability Extension**

1. The following is added to Section I – Coverage A – Bodily Injury And Property Damage Liability:

f. "Bodily Injury" arising out of an act or omission in the rendering of or failure to render "covered professional services" to others by an "employee" shall be deemed to be caused by an "occurrence" but only if such acts or omissions are committed within the scope of his or her employment by you or by a "volunteer worker" under your direct supervision or control.

With respect to Section III – Limits of Coverage, Paragraph 5., any act or omission together with all related acts or omissions in rendering or failing to render these "covered professional services" to any one person will be considered one occurrence.

2. With respect to the Professional Services Liability coverage provided by this provision, the following exclusions are added to Paragraph 2. Exclusions under Section I - Coverage A – Bodily Injury And Property Damage Liability:

This coverage does not apply to:

- a. "Bodily injury" arising out of any act or omission that is in fact criminal, fraudulent, malicious or deliberately dishonest.
- b. "Bodily injury" arising out of acts or omissions that happen prior to the inception date of this coverage:
  - (1) Of which the Member had knowledge before the inception date of this coverage and reasonably could have expected a claim might result; or
  - (2) For which other valid and collectible coverage or insurance is available to the Member.

3. Except with respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, provision 2.a.(1)(d) under Section II – Who is a Member does not apply to the rendering of or failure to render "covered professional services" by an "employee" within the scope of his or her employment by you or by a "volunteer worker" under your direct supervision or control.

4. For the purposes of coverage afforded under this endorsement, the following is added to Section V – Definitions:

"Covered professional services" means professional nursing, psychological, psychometric, counseling, athletic training, or speech, hearing, optical, optometric, occupational or physical therapy services, treatment, advice or instruction.



5. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Coverage or Insurance, Paragraph b. Excess Coverage Or Insurance:

The coverage afforded under provision A. of the CLIC School Amendatory Endorsement is excess over any of the other coverage or insurance whether primary, excess, contingent or on any other basis that is professional liability coverage or insurance.

**B. Medical Malpractice Limitation (with student barbers and beauticians exception)**

With respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, this coverage does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” caused by:

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, provided by anyone except student barbers and beauticians.
2. The furnishing or dispensing of or failure to furnish or dispense 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.

Nursing service, treatment, advice or instruction and health or therapeutic service, treatment, advice or instruction include but are not limited to the rendering of or failure to render “covered professional services” as defined in provision A.4. of this endorsement.

**C. Damage by Fire, Lightening, Explosion, Smoke or Leakage**

1. Under subsection 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire, lightening, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of coverage applies to Damage to Premises Rented To You as described in Section III – Limits of Coverage.

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightening, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of coverage applies to Damage To Premises Rented To You as described in Section III – Limits of Coverage.

2. Paragraph 6. Under Section III – Limits of Coverage, is replaced by the following:



6. Subject to 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, lightening, explosion, smoke, or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with permission of the owner.
3. The word "fire" is changed to "fire, lightening, explosion, smoke, or leakage from automatic fire protection systems" where it appears in:
  - a. Section IV – Commercial General Liability Conditions, Condition 4. Other Coverage or Insurance, paragraph b. Excess Coverage or Insurance, subparagraph (1)(a)(ii) ; and
  - b. Section V – Definitions, paragraph 9.a.

**D. Boats Extension**

Exclusion g. of Coverage A (Section I) does not apply to any watercraft owned or used by or rented to the Member that is less than 51 feet long.

Who Is A Member (Section II) is amended to include as a Member any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

**E. School Broadcasting and Publication – Personal and Advertising Injury Liability Extension**

1. Under paragraph 2. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability, exclusion j. does not apply within the scope of your activities as a school.
2. The following is added to Section IV – Conditions:

**10. Retraction or Correction of Erroneous Matter**

Retraction or correction shall be promptly made of any matter which has been published or broadcasted through error or mistake, or which is untrue.

**F. Coordination of Commercial General Liability and School Professional and Management Liability Coverages**

If any occurrence covered in whole or in part under the commercial general liability coverage document also constitutes a wrongful act(s) covered in whole or in part under the school professional and management liability coverage document, then only the coverage document with the higher limit of coverage shall apply.

**G. Two Or More Coverage Forms Or Coverage Documents Issued By Us**

If this Coverage Form and any other Coverage Form or coverage document issued to you by us apply to the same "accident" or occurrence, the aggregate maximum Limit of Coverage and retentions under all the Coverage Forms or coverage documents shall not exceed the highest applicable Limit of Coverage and retentions under any one Coverage Form or coverage document. This condition does not apply to any Coverage Form or coverage document issued by us specifically to apply as excess coverage over this Coverage Form.

**H. Who Is A Member Extension**

1. Paragraph 2. Of Section II – Who Is A Member is amended to include as a Member:
  - a. Any of the following but only with respect to their duties in connection with the positions described below:



- (1) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
- (2) Any of your board members or commissioners if you are a public board or commission;
- (3) Any student teachers teaching as part of their educational requirements; or
- (4) Any substitute teacher.

b. Each of the following organizations and their members, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization:

- (1) Parent support groups; and
- (2) Student groups.

c. Any student while participating in a supervised apprenticeship, work-study program, field work experience, or internship program in fulfillment of requirements of his or her educational program, but only while acting within the scope of their duties or obligations in such supervised apprenticeship, work-study program, field work experience, or internship program.

d. Any security guard while acting solely within the scope of their employment by you and whom, at the time of the occurrence, is under your direct supervision or control. Notwithstanding anything to the contrary herein, there is no coverage provided by this coverage document for an employee or individual that is armed.

2. The following is added to Section IV – Commercial General Liability Conditions, Condition 4. Other Coverage Or Insurance, Paragraph b. Excess Coverage Or Insurance:

This coverage is excess over any of the other coverage or insurance, whether primary, excess, contingent or on any other basis that applies to a Member described in the CLIC School Amendatory Endorsement, Section I. Who Is A Member Extension, provision 1.b.

3. Under Section V – Definitions, definition 19. is replaced by the following:

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. “Temporary worker” does not include a substitute teacher.

I. Amended Knowledge of Occurrence, Offense, Claim or Suit

The following is added to Section IV – Commercial General Liability Conditions, Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

Knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant or “employee” of any Member; and receipt of any demand, notice, summons, or other legal paper in connection with a claim or “suit” by any agent, servant, or employee of any Member shall not in itself constitute knowledge of the Member or receipt by the Member unless your school superintendent, business manager or a person who has been designated by them to receive reports of occurrences, offenses, claims and “suits” shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant or “employee.”

J. Bodily Injury Redefined

The definition of “bodily injury” in paragraph 3. of Section V – Definitions is replaced by the following:



1. “Bodily injury” means physical injury, sickness or disease sustained by a person. This includes mental anguish, anxiety, pain and suffering, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

#### K. Pollution

The following replaces Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability of the Commercial General Liability Coverage Form CLIC CG0001 0413:

#### f. Pollution

“Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, growth or escape of “pollutants” into or upon land, the interior of buildings, any enclosed space or any other real estate; into the atmosphere, or into any watercourse or body of water, whether above or below ground or otherwise into the environment; or any direction, demand or request, whether governmental or other, that any Member test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”;

Exceptions: Subject always to the conditions in Paragraph (2) below, we will not apply this exclusion to:

- (1) “Bodily injury” or “property damage” to the property of others that is solely the result of:
  - (a) fire that breaks out from where it was intended to be including any consequential smoke damage;
  - (b) collision or overturning of “mobile equipment”;
  - (c) explosion or lightening;
  - (d) the accidental upset, dropping, falling, breaking, spilling, splashing or rupture of any above-ground container of “pollutants”;
  - (e) faulty heating or cooling equipment;
  - (f) application of pesticides, herbicides or swimming pool chemicals on or at a premises of a Member by its employees who are properly licensed or certified by a federal or state agency to apply those pesticides, herbicides or chemicals; or
  - (g) a single or intermittent above-ground discharge, dispersal, release, or escape of “pollutants” that commences during the coverage document period and ceases within seven (7) days of its commencement;
- (2) The limited coverage provided by the exceptions to this exclusion in Paragraph (1) above is at all times subject to and limited by these conditions:
  - (a) the exceptions only apply if the injury or damage is discovered or becomes known to the Member within fourteen (14) days and reported to us in writing within sixty (60) days of the accident, fire, collision or overturning, explosion or lightening, or commencement of any discharge, dispersal, release, seepage, migration, growth or escape of “pollutants”; and
  - (b) we will not pay any loss, cost or expense of
    - i. evaluating, testing for, monitoring, cleaning up, removing, controlling, containing, treating, detoxifying and/or neutralizing the discharge, dispersal, release, seepage, migration, growth or escape of any “pollutant” on property at any time owned, leased or rented by a Member and/or under the control of any Member; or
    - ii. “property damage” to any aquifer or underground watercourse or well, or any “property damage” directly or indirectly arising out of underground or underwater operations of any Member; and
  - (c) our liability is limited to that portion of damages directly attributable to or caused by a Member’s own negligence and we will not pay or share in any liability of others resulting from “pollutants” for which a Member is held jointly and/or severally liable (whether under the Comprehensive Environmental Response Compensation & Liability Act or any other statute or any judgment of any court) for “bodily injury” and/or “property damage” caused in fact by parties other than a Member; and
  - (d) any discharge, dispersal, release, seepage, migration, growth or escape of “pollutants” shall be deemed to have commenced at the time of the first event in any series, chain or combination of



related events resulting in any discharge, dispersal, release, seepage, migration, growth or escape of "pollutants", and all subsequent, sequential, contributing or combined discharges, dispersals, releases, seepages, migrations, growths or escapes, no matter when occurring, shall be deemed to have commenced at the time of that first event; and

(e) the burden of proof that any "occurrence" meets the conditions of coverage in this Paragraph (2) lies with the Member;

The Exceptions to the pollution exclusion described above do not apply if there is other valid and collectible pollution or environmental insurance available to the Member covering such "bodily injury" or "property damage".

#### L. Waiver Of Governmental Immunity

The following is added to Section IV – Commercial General Liability Conditions

We will not waive, whether in the adjustment of claims or in the defense of "suits" against any Member, any governmental immunity of the Named Member, unless required to do so by applicable federal or state law, and only to the extent required by such law.

Any waiver of immunity required by applicable federal or state law will not subject us to liability for any portion of a claim or judgment in excess of the applicable Limit of Coverage or for damages to which this coverage does not apply.

#### M. Statutory Provisions

The following is added to Section IV – Commercial General Liability Conditions

Terms of this coverage document which conflict with state statutes are amended to conform to such statutes.

#### N. Liberalization Clause

If we are required by statute to adopt any revision that would broaden the coverage under this coverage document without additional contribution within 45 days prior to or during the coverage document period, the broadened coverage will immediately apply to this coverage document.

#### O. Lead Exclusion

The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

Any claims made against the Member:

- (1) For any damages arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
- (2) For any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds or materials containing lead;
- (3) For any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with parts (1) or (2) above; or
- (4) For any obligation to share damages with or repay someone else who must pay damages in connection with parts (1), (2) or (3) above.

#### P. Asbestos Exclusion



The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

Any claims made against any Member for any loss, cost or expense arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos. This includes, but is not limited to, any costs for abatement, mitigation, removal or disposal of asbestos

This exclusion also includes, but is not limited to:

- (1) Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with the above; and
- (2) Any obligation to share damages with or repay someone else who must pay damages.

#### Q. Silica Exclusion

The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

1. This coverage does not apply to any damages arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, congestion of, contact with, exposure to existence of, or presence of:
  - a. "Silica", "silica-related dust", exposure to silica or the use of silica;
  - b. Any damages or any loss, cost or expense arising, in whole or in part, out of any
    - (1) Claim or "suit" by or on behalf of any governmental authority or any other alleged responsible party because of, or
    - (2) Any request, demand, order or statutory or regulatory requirement that any Member or any other person or entity should be, or should be responsible for:
      - (a) Assessing the presence, absence or amount or effects of "silica" or silica-related dust";
      - (b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, neutralizing, treating, detoxifying, remediating, abating, disposing of or mitigating "silica"; or
      - (c) Responding to "silica" or "silica-related dust" in any way other than as described in (2) (a) and (b) above;
  - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a. or b. above; or
  - d. Any obligation of the Member to indemnify or contribute with any party in connection with subparagraphs a., b., or c. above.

As used in this provision:

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.



R. Electromagnetic Radiation Exclusion

The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

Except with respect to science and allied health instruction related activities, this coverage does not apply to any damages arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any cost for the actual or threatened abatement, mitigation, or removal.

S. Land Use Exclusion

The following is added to the exclusions in the Commercial General Liability Coverage Form, Employee Benefits Liability Coverage, Sexual Misconduct Coverage Form, and Police Professional Liability Coverage:

This coverage does not apply to injury or damage arising out of any land use issue, including but not limited to, condemnation, inverse condemnation, adverse possession, dedication by adverse use, or disputes involving the application of impact or linkage fees. This includes, but is not limited to takings and partial takings of private property resulting from the application of a land use, zoning, building, subdivision or similar ordinance or regulation.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**ADDITIONAL MEMBER – LESSOR OF LEASED EQUIPMENT**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

**Any person(s) or organization(s) that leases equipment to you if required by contract or agreement, or as described on a Certificate of Insurance issued by us or other authorized person or organization.**

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

A. Section II - Who Is A Member is amended to include as an Additional Member 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 maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The coverage afforded to such Additional Member only applies to the extent permitted by law; and
2. If coverage provided to that Additional Member is required by a contract or agreement, the coverage afforded to such Additional Member will not be broader than that which you are required by the contract or agreement to provide for such Additional Member.

B. With respect to the coverage afforded to these Additional Members, this coverage does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the coverage afforded to these Additional Members, the following is added to Section III – Limits Of Coverage:

If coverage provided to the Additional Member is required by a contract or agreement, the most we will pay on behalf of the Additional Member is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



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**ADDITIONAL MEMBER – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

**Any state or governmental agency or subdivision or political subdivision if required by permit or authorization, or as described on a Certificate of Insurance issued by us or other authorized person or organization.**

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

A. Section II – Who Is A Member is amended to include as an Additional Member any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This coverage 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 coverage afforded to such Additional Member only applies to the extent permitted by law; and
- b. If coverage provided to the Additional Member is required by a contract or agreement, the coverage afforded to such Additional Member will not be broader than that which you are required by the contract or agreement to provide for such Additional Member.

2. This coverage 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", "property damage" or "personal and advertising injury" included within the "products-completed operations hazard".

B. With respect to the coverage afforded to these Additional Members, the following is added to Section III – Limits of Coverage:

If coverage provided to the Additional Member is required by a contract or agreement, the most we will pay on behalf of the Additional Member is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



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**ADDITIONAL MEMBER – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or governmental agency or subdivision or political subdivision if required by permit or authorization, or as described on a Certificate of Insurance issued by us or other authorized person or organization.

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

A. Section II – Who Is A Member is amended to include as an Additional Member any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This coverage applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this coverage applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this coverage.

However:

1. This coverage afforded to such Additional Member only applies to the extent permitted by law; and
2. If coverage provided to the Additional Member is required by a contract or agreement, the coverage afforded to such Additional Member will not be broader than that which you are required by the contract or agreement to provide for such Additional Member.

B. With respect to the coverage afforded to these Additional Members, the following is added to Section III – Limits of Coverage:

If coverage provided to the Additional Member is required by a contract or agreement, the most we will pay on behalf of the Additional Member is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



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**ADDITIONAL MEMBER – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

State Or Governmental Agency Or Subdivision Or Political Subdivision:

**Any person or organization if required by contract or agreement, or as described on a Certificate of Insurance issued by us or other authorized person or organization.**

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

A. Section II – Who Is A Member is amended to include as an Additional Member 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 coverage afforded to such Additional Member only applies to the extent permitted by law; and
2. If coverage provided to the Additional Member is required by a contract or agreement, the coverage afforded such Additional Member will not be broader than that which you are required by the contract or agreement to provide for such Additional Member.

B. With respect to the coverage afforded to these Additional Members, the following is added to Section III – Limits of Coverage:

If coverage provided to the Additional Member is required by a contract or agreement, the most we will pay on behalf of the Additional Member is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



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#### ADDITIONAL MEMBER – VENDORS

This endorsement modifies coverage provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Member Person(s) Or Organization(s) (Vendor)	Your Products
Any person or organization that distributes or sells "your products" if required by contract or agreement, or as described on a Certificate of Insurance issued by us or other authorized person or organization.	All products - subject to the definition of "your products" within this coverage document.

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

A. Section II – Who Is A Member is amended to include as an Additional Member any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The coverage afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the coverage afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the coverage afforded to these vendors, the following additional exclusions apply:

1. The coverage afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor 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 vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Sub-paragraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.



2. This coverage does not apply to any covered person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the coverage afforded to these vendors, the following is added to Section III – Limits of Coverage:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of coverage available under the applicable Limits of Coverage shown in the Declarations.

This endorsement shall not increase the applicable Limits of Coverage shown in the Declarations.



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**PRIMARY AND NONCONTRIBUTORY – OTHER COVERAGE OR INSURANCE CONDITION**

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to the Other Coverage or Insurance Condition and supercedes any provision to the contrary:

**Primary And Noncontributory Coverage or Insurance**

This coverage is primary to and will not seek contribution from any other coverage or insurance available to an Additional Member under your coverage document provided that:

- (1) The Additional Member is a Named Member or Named Insured under such other coverage or insurance; and
- (2) You have agreed in writing in a contract or agreement, or verbally, or as shown on a Certificate of Insurance issued by us or our authorized representative, that this coverage would be primary and would not seek contribution from any other coverage or insurance available to the Additional Member.



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### **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies coverage 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 coverage 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 Member 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 coverage 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 Member 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 COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.**

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. If aggregate covered or 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 coverage provider or 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 covered 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 covered or insured losses in excess of \$5 million in the aggregate, attributable to all types of coverage or 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 IS ATTACHED TO AND MADE PART OF YOUR COVERAGE DOCUMENT IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE COVERAGE DOCUMENT.

### DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

#### SCHEDULE

<p>Schedule – Part I</p> <p>Terrorism Contribution (Certified Acts) \$Included This contribution is the total Certified Acts contribution attributable to the following Coverage Part(s), Coverage Form(s) and/or Coverage Document(s):</p> <p>Commercial General Liability</p> <p>Additional information, if any, concerning the terrorism contribution:</p>
<p>Schedule – Part II</p> <p>Federal share of terrorism losses <u>TBD%</u> Year: <u>2021</u> (Refer to Paragraph B. in this endorsement.)</p>

#### A. Disclosure Of Contribution

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your contribution, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your contribution attributable to such coverage is shown in the Schedule of this endorsement or in the coverage document 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 or covered under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the coverage document Declarations) of that portion of the amount of such insured or covered losses that exceeds the applicable insurer or coverage provider retention. However, if aggregate insured or covered 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 Or Coverage Provider Participation In Payment Of Terrorism Losses

If aggregate insured or covered 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 or coverage provider 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 or covered losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Person Or Organization:

"Any person or organization if required by written contract or agreement."

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**LIMITED COVERAGE FOR DESIGNATED UNMANNED AIRCRAFT**

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Description Of Unmanned Aircraft
Any unmanned aircraft.
Description Of Operation(s) Or Project(s)
All operations and projects.
Limit Of Coverage
Unmanned Aircraft Liability Aggregate Limit: \$ <u>Included in General Aggregate Limit</u>

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 coverage 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 Member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member, 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".

This paragraph g.(1) does not apply to "unmanned aircraft" described in the Schedule, but only with respect to the operation(s) or project(s) described in the Schedule.

(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 Member. Use includes operation and "loading or unloading".

This Paragraph g.(2) 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 "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 Member.

This Paragraph g.(2) 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 Member;
- (4) Liability assumed under any "covered contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "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 coverage 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 Member allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Member, 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";
- b. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- c. "Unmanned aircraft" described in the Schedule, but only with respect to the operation(s) or project(s) described in the Schedule.



C. If an Unmanned Aircraft Liability Aggregate Limit is shown in the Schedule, the following provisions are added to Section III – Limits of Coverage:

1. Subject to Paragraph 2. or 3. of Section III – Limits of Coverage, whichever applies, the Unmanned Aircraft Liability Aggregate Limit shown in the Schedule is the most we will pay for the sum of:
  - a. Damages under Coverage A;
  - b. Damages under Coverage B; and
  - c. Medical expenses under Coverage C;

because of all “bodily injury”, “property damage” and “personal and advertising injury” arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft”.

2. Paragraph 4., the Personal And Advertising Injury Limit, Paragraph 5., the Each Occurrence Limits, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III – Limits Of Coverage continue to apply to “bodily injury”, “property damage” and “personal and advertising injury”, as applicable, arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an “unmanned aircraft” but only if, and to the extent that, a limit of coverage is available under the Unmanned Aircraft Liability Aggregate Limit.

D. 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 COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. The coverage does not apply:

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

- (1) With respect to which a Member under the coverage document 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 Member is, or had this coverage document 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, a Member 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 a Member; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by a Member 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 Member 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.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

### **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies coverage 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 coverage does not apply to:

###### **Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising 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, "fungi" or bacteria, by any Member or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

##### **2. Exclusions**

This coverage does not apply to:

###### **Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expenses arising 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, "fungi" or bacteria, by any Member or by any other person or entity.

C. The following definition is added to the Definitions Section:

Fungi includes, but is not limited to, any plants or organisms belonging to the major group fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, mushrooms, and any mycotoxins, spores, scents or byproducts produced or released by "fungi". Molds includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and "fungi" that produce molds.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

### **ORGANIC PATHOGENS EXCLUSION**

This endorsement modifies coverage 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 coverage does not apply to:

Organic Pathogens

- a. “Bodily injury” or “property damage” arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any “Organic Pathogen”, including exposure to any “Organic Pathogen”; and
- b. Any loss, cost or expense arising out of any:
  - 1) Claim, suit, request, demand, order or statutory or regulatory requirement 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 any “Organic Pathogen”, or
  - c. “Bodily injury” or “property damage” arising out of any actual or alleged failure by a Member to properly quarantine those affected by an “Organic Pathogen”.

This exclusion does not apply to “bodily injury” caused by any “Organic Pathogen” in or on any food or beverages sold distributed, served or handled by the Member.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This coverage does not apply to:

Organic Pathogens

- a. “Personal and advertising injury” arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any “Organic Pathogen”, including exposure to any “Organic Pathogen”; and
- b. Any loss, cost or expense arising out of any:
  - 1) Claim, suit, request, demand, order or statutory or regulatory requirement 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 any “Organic Pathogen”, or
  - c. “Personal and advertising injury” arising out of any actual or alleged failure by a Member to properly quarantine those affected by an Organic Pathogen.



C. The following definition is added to the Definitions Section:

“Organic Pathogen” means any:

- a. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
- b. Viruses or other pathogens (whether or not a microorganism); or
- c. Colony or group of any of the foregoing.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies coverage provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This coverage does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) 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; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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 that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This coverage does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" 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



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others arising out of any access to or disclosure of any person's or organization's confidential or personal information.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

### EMPLOYEE BENEFITS LIABILITY COVERAGE

THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

This endorsement modifies coverage provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Coverage	Limit Of Coverage-Per Named Member		Deductible	Contribution
Employee Benefits Programs	\$1,000,000	Each Employee	\$0	each employee
	\$3,000,000	Aggregate		\$included
Retroactive Date:	None			

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

A. The following is added to Section I – Coverages:

#### COVERAGE – EMPLOYEE BENEFITS LIABILITY

##### 1. Coverage Agreement

a. We will pay those sums that the Member becomes legally obligated to pay as damages because of any act, error or omission, of the Member, or of any other person for whose acts the Member is legally liable, to which this coverage applies. We will have the right and duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits of Coverage); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of coverage 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 coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the coverage document period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any Member, in accordance with Paragraph c. below, during the coverage document period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any Member or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the Member within 60 days after the end of the coverage document period will be considered to have been received within the coverage document period, if no subsequent coverage document or policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any Member.

## 2. Exclusions

This coverage does not apply to:

a. **Intentional Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any Member, including the willful or reckless violation of any statute.

b. **Bodily Injury, Property Damage, Or Personal and Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

c. **Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insurer or coverage provider.



d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any Member is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the Member, from the applicable funds accrued or other collectible insurance or coverage.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II –Who Is A Member are replaced by the following:

2. Each of the following is also a Member:



- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is 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 Endorsement.

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 Member if no other similar coverage or insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the coverage document period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Section III – Limits of Coverage is replaced by the following:

1. Limits of Coverage

- a. The Limits of Coverage shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - (1) Members;
  - (2) "Claims" made or "suits" brought;
  - (3) Persons or organizations making "claims" or bringing "suits";
  - (4) Acts, errors or omissions; or
  - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - (1) An act, error or omission; or
  - (2) A series of related acts, errors or omissionsnegligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Coverage of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage document period shown



in the Declarations of the coverage document to which this endorsement is attached, unless the coverage document 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 Coverage.

2. Deductible

- a. Our obligation to pay damages on behalf of the Member applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of coverage shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
- c. The terms of this coverage, including those with respect to:
  - (1) Our right and duty to defend any "suits" seeking those damages; and
  - (2) Your duties, and the duties of any other involved Member, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of Section IV – Commercial General Liability Conditions are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a "claim" is made or "suit" is brought against any Member, 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 Member 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 Member because of an act, error or omission to which this coverage may also apply.

d. No Member will, except at that Member's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

Knowledge of an act, error or omission, "claim" or "suit" by an agent, servant or "employee" of any Member; and receipt of any demand, notice, summons, or other legal paper in connection with a "claim" or "suit" by any agent, servant, or "employee" of any Member shall not in itself constitute knowledge of the Member or receipt by the Member unless your school superintendent, business manager or a person who has been designated by them to receive reports of acts, errors or omissions, "claims" and "suits" shall have such knowledge or shall have received such demand, notice, summons, or legal paper from the agent, servant or "employee".

#### 4. Other Coverage Or Insurance

If other valid and collectible coverage or insurance is available to the Member for a loss we cover under this endorsement, our obligations are limited as follows:

##### a. Primary Coverage or Insurance

This coverage is primary except when Paragraph b. below applies. If this coverage is primary, our obligations are not affected unless any of the other coverage or insurance is also primary. Then, we will share with all that other coverage or insurance by the method described in Paragraph c. below.

##### b. Excess Coverage or Insurance

- (1) This coverage is excess over any of the other coverage or insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the coverage document period shown in the Schedule of this coverage and that applies to an act, error or omission on other than a claims-made basis, if:
  - (a) No Retroactive Date is shown in the Schedule of this coverage; or
  - (b) The other coverage or insurance has a coverage document or policy period which continues after the Retroactive Date shown in the Schedule of this coverage.
- (2) When this coverage is excess, we will have no duty to defend the Member against any "suit" if any other coverage provider or insurer has a duty to defend the Member against that "suit". If no other coverage provider or insurer defends, we will undertake to do so, but we will be entitled to the Member's rights against all those other coverage providers or insurers.
- (3) When this coverage is excess over other coverage or insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other coverage or insurance would pay for the loss in absence of this coverage; and the total of all deductible, retained and self-insured amounts under all that other coverage or insurance.
- (4) We will share the remaining loss, if any, with any other coverage or insurance that is not described in this Excess Coverage or Insurance provision and was not bought specifically to apply in excess of the Limits of Coverage shown in the Schedule of this endorsement.



c. Method of Sharing

If all of the other coverage or insurance permits contribution by equal shares, we will follow this method also. Under this approach each coverage provider or insurer contributes equal amounts until it has paid its applicable limit of coverage or insurance or none of the loss remains, whichever comes first.

If any of the other coverage or insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each coverage provider's or insurer's share is based on the ratio of its applicable limits of coverage or insurance to the total applicable limits of coverage or insurance of all coverage providers or insurers.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

**EXTENDED REPORTING PERIOD**

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

- a. This endorsement is canceled or not renewed; or
- b. We renew or replace this endorsement with coverage that:
  - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
  - (2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the coverage document period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the coverage document period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the coverage document period. The Extended Reporting Period will not go into effect unless you pay the additional contribution promptly when due.

We will determine the additional contribution in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" covered;
- b. Previous types and amounts of coverage;
- c. Limits of coverage available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional contribution will not exceed 100% of the annual contribution for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for "claims" first received during such period is excess over any other valid and collectible coverage or insurance available under coverages or policies in force after the Extended Reporting Period starts.



4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of coverage described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of coverage will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Coverage.

Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.

G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits including salary continuation plans and savings plans.

H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the Definitions Section are replaced by the following:



5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the Member 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 Member submits with our consent.



## SEXUAL MISCONDUCT COVERAGE FORM

### Limits of Coverage

Per Sexual Misconduct	\$ 1,000,000
Aggregate Per Named Member	\$ 1,000,000

### Application of Limits

Limits will apply as indicated X below:

<u>X</u> Primary	Self Insured Retention	\$ N/A	Per sexual misconduct
	Deductible	\$ N/A	Per sexual misconduct
	Deductible	\$ N/A	Per Claim

The sole coverage applicable to liability arising from "sexual misconduct" is provided by this Coverage Form. However, this Coverage Form is subject to the terms, conditions, definitions and exclusions of the Commercial General Liability Coverage Part to which this Coverage Form is attached, except to the extent that this Coverage Form expressly modifies the terms, conditions, definitions and exclusions of the Commercial General Liability Coverage Part.

### I. Coverage Agreement

a. CLIC agrees to pay on behalf of the Member all "damages" the Member becomes legally obligated to pay because of "bodily injury" arising from "sexual misconduct". We will have the right and duty to defend any "suit" seeking such "damages." However, we will have no duty to defend the Member against any "suit" seeking "damages" because of "bodily injury" to which this coverage does not apply. We may, at our discretion, investigate any "sexual misconduct" and settle any claim or "suit" that may result. But:

1. The amount we will pay is limited as described in III. Limits of Liability; and
2. Our duty to defend ends when the applicable Limits of Coverage have been exhausted under this Coverage Form.

b. This coverage applies to "bodily injury" only if:

1. The "bodily injury" arises from "sexual misconduct" that takes place in the "coverage territory"; and
2. The "bodily injury" occurs during the coverage document period.

If "bodily injury" arising from "sexual misconduct" occurs during more than one coverage document period, only the coverage document in effect at the time the "bodily injury" first occurs will apply.

### II. Exclusions

This coverage does not apply, in whole or in part, to:

a. Liability of any person who allegedly or actually participates in any "sexual misconduct". This exclusion applies regardless of the legal theory or basis upon which that person is alleged to be legally liable or responsible for any "damages" arising out of "sexual misconduct";



- b. The cost of defense or the cost of paying any fines for any person resulting from any actual or alleged violation of a criminal or penal statute; or
- c. Any person who has been found guilty of, or pled guilty or no contest to, any criminal act involving “sexual misconduct”.

### III. Limits of Liability

Our obligation to pay “damages” is limited to:

- a. The Per Sexual Misconduct and Aggregate Limits of Coverage shown on the first page of this Coverage Form regardless of the number of claims, “sexual misconducts”, or Members; and
- b. The Application of Limits shown on the first page of this Coverage Form as follows:

#### 1. Primary

If coverage is primary, I. Coverage Agreement will apply; or

#### 2. “Self Insured Retention”

If coverage applies excess of a “self insured retention,” the Liability Self Insured Retention Endorsement attached to the coverage document will apply; or

#### 3. Deductible

If coverage applies excess of a deductible, the Deductible Liability Endorsement attached to the coverage document will apply.

- c. Regardless of the number of victims, incidents, locations, or claimants, all acts of “sexual misconduct” by any one person, or two or more persons acting together, as well as any breach of duty allowing or contributing to such acts, shall be deemed one “sexual misconduct” in determining the Limits of Coverage and the Self Insured Retention or Deductible that will apply.

### IV. Definitions

- a. “Sexual Misconduct” means any of the following, whether committed intentionally, recklessly, negligently, inadvertently or with the belief, erroneous or otherwise, by any Member or any other person that the victim is consenting and has the legal and mental capacity to consent thereto, and whether caused by or at the instigation of any Member or any other person performing services for or on behalf of any Member:

- 1. Any physical or sexual assault, abuse, molestation or habitual neglect;
- 2. Any immoral, amoral, indecent or improper liberties;
- 3. Any act or threatened sexual act or contact;
- 4. Any verbal, written, recorded, electronic or digital correspondence, communication or other form of documentation of a sexual, immoral, amoral or prohibited nature; or
- 5. Any sexual grooming, psychological manipulation or other behavior that threatens, leads to or culminates in any sexual act or contact.



b. "Damages" means money damages, including punitive damages where allowed by law, which a Member becomes legally obligated to pay as compensation for "bodily injury" arising from "sexual misconduct." "Damages" does not include" (1) injunctive relief or the costs to comply with injunctive relief; (2) restitution; (3) refund of taxes, fees, assessments or similar payments; (4) fines, penalties, sanctions; (5) attorneys' fees, unless attorneys' fees are recoverable by statute, ordinance or law, or are awarded in addition to money damages otherwise covered by this coverage document; and (6) nominal damages.



## CRISIS MANAGEMENT ENDORSEMENT

This endorsement modifies coverage provided by this coverage document.

We shall pay any "Costs", on behalf of the "Named Member", incurred from the use of "Crisis Management Resources", as agreed by us, following an "Incident", as defined herein, which first occurred during the "Coverage Document Period".

We shall pay any "Costs" incurred, as covered herein, directly to the third party "Crisis Management Resources".

### Limits of Coverage

Coverage herein is limited to \$50,000 per "Incident" per "Named Member" and \$100,000 in the Annual Aggregate per "Named Member". Coverage is not subject to a deductible nor shall it be considered part of any other loss covered by us.

### Definitions

1. "Member" means not only the "Named Member" shown in the Declarations of this coverage document, but also includes any past, present or future officials; members of boards or commissions; and trustees, directors, officers, volunteers, or employees of the "Named Member" while acting within the scope of their duties as such. "Member" shall also mean any person, organization, trustee or estate to whom the "Named Member" is obligated by virtue of a written contract or written mutual aid agreement or other written agreement to provide coverage such as is offered by this coverage document; but only in respect to acts or operations by or on behalf of the "Named Member", and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement.
2. "Automobile" means any motor vehicle intended or designed for highway use, trailer or semi-trailer, including its equipment and any other equipment permanently attached thereto.
3. "Bodily Injury" means physical injury (including death) to any person, and any mental anguish or shock, sickness, disease, disability or death associated with or arising from such physical injury.
4. "Costs" means fees paid by us for the services rendered by "Crisis Management Resources". These "Costs" are capped up to the limit detailed herein.
5. "Claim" means all notices or demand for financial assistance to us following a covered incident.
6. "Crisis Management Resources" means any public relations firm or crisis management firm approved by us. "Crisis Management Resources" will consist of but is not limited to:
  - a. Public Relations Officers
  - b. Incident Response Team
  - c. Psychological Counseling
7. "Incident" can be defined only by the following named events:
  - a. A criminal act of violence causing "Bodily Injury" to multiple persons or significant "Property Damage" to the "Property of the Member"; or
  - b. "Automobile" or aircraft accident causing serious "Bodily Injury" to a multiple number of students or "Members"; or



- c. Public defamation or slander of the "Named Member" which has or threatens to devalue the Institutions brand and/or reputation.
- 8. "Named Member" means the person and/or organization named in the Commercial General Liability Declarations of this coverage document.
- 9. "Coverage Document Period" means the length of time that the coverage document is in force as stated in the Commercial General Liability Declarations of this coverage document as the "Coverage Document Period".
- 10. "Property Damage" means direct damage to or destruction or loss of property, including all resulting loss of use of property, excluding, however, damage to the "Property of the Member".
- 11. "Property of the Member" means all Real and Personal Property which is in the care, custody or control of the "Member" or which the "Member" owns or agrees to cover by any contractual agreement normal to its operation, including : leasehold improvements and betterments; Personal Property in transit; property in the course of construction, installation, repair, renovation and the like; "Automobile"; Accounts Receivable; Data Processing Systems; Data Processing Media; Fine Arts; Valuable Papers; and Mobile Equipment.

## Conditions

- a) Any "Claim" must be made within the "Coverage Document Period".
- b) The "Incident" must be reported to "Crisis Management Resources" within 24 hours of the Risk Manager/s or Senior Official/s being made aware of the "Incident".
- c) The "Incident" must occur in the United States and response to the "Incident" is limited to the United States.
- d) Alleged or intentional acts by the "Named Member" and their board or senior officials which resulted in a named "Incident" are excluded from coverage.
- e) Any previously reported or covered "Incident" is excluded.

## Notice of an Incident

"Crisis Management Resources" are provided by Jackson Spalding 24 hours a day, seven days a week. In the event of an "Incident", please notify the following persons, on the below list, within 24 hours of the Risk Manager/s or Senior Official/s being made aware of the "Incident". Please contact the office numbers during business hours (9am ET – 5pm ET) and ask for the name of any person on the below list. If it is after business hours, please contact one of the mobile numbers. An individual is always on call.

- Blair Meeks – 404-214-2271 office, 404-402-9651 mobile  
[bmeeks@jacksonspalding.com](mailto:bmeeks@jacksonspalding.com)
- Caroline Duffy – 404-724-2515 office, 404-713-2984 mobile  
[cnduffy@jacksonspalding.com](mailto:cnduffy@jacksonspalding.com)
- Rachel Tobin – 404-724-2501 office, 404-276-5930 mobile  
[rtobin@jacksonspalding.com](mailto:rtobin@jacksonspalding.com)
- Glen Jackson – 404-724-2505 office, 404-944-6491 mobile  
[gjackson@jacksonspalding.com](mailto:gjackson@jacksonspalding.com)
- Bo Spalding – 404-724-2510 office, 404-375-9371 mobile



[bspalding@jacksonspalding.com](mailto:bspalding@jacksonspalding.com)

- Eric O'Brien – 404-724-2511 office, 404-550-5388 mobile  
[eobrien@jacksonspalding.com](mailto:eobrien@jacksonspalding.com)
- Brian Brodrick – 404-724-2513 office, 404-983-4384 mobile  
[bbrodrick@jacksonspalding.com](mailto:bbrodrick@jacksonspalding.com)
- Trudy Kremer – 404-724-2518 office, 404-277-3418 mobile  
[tkremer@jacksonspalding.com](mailto:tkremer@jacksonspalding.com)

Main Office Phone – 404-742-2500 – [www.jacksonspalding.com](http://www.jacksonspalding.com)

Except as amended in this Endorsement, this coverage is subject to all coverage terms, clauses and conditions in the coverage document to which this Endorsement is attached.



## POLICE PROFESSIONAL LIABILITY COVERAGE

### SCHEDULE

#### Limits of Coverage

Each Occurrence Limit	\$1,000,000
Each Person limit	\$1,000,000
Aggregate Limit - Per Named Member	\$3,000,000

#### Self Insured Retention and Member Deductible

Self Insured Retention	\$0
Member Deductible	\$0

The Word "Member" means any person or organization qualifying as such under Section II - Who Is A Member of this endorsement.

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

### Section I - Coverages

#### Coverage A. Bodily Injury And Property Damage Liability

##### 1. Coverage Agreement

- a. We will pay those sums in excess of the applicable "Self-insured Retention", subject to the applicable limits of coverage and the terms and conditions applicable to this coverage, that the Member becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees". We will have the right but not the duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages for "bodily injury" or "property damage" to which this coverage does not apply. We may at our discretion and expense participate with you in the investigation of any "occurrence" and the defense or settlement of any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages and/or expenses is limited as described in Section III Limits Of Coverage of this endorsement.
  - (2) Our right to defend, if we so exercise it, ends when we have exhausted the applicable limit of coverage in the payment of "Allocated Loss Adjustment Expenses", judgments, or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Allocated Loss Adjustment Expenses - Coverages A And B section of this endorsement.

- b. 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".
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.



## 2. Exclusions

This coverage does not apply to:

- a. "Bodily injury" or "property damage" 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:
  - (1) Assumed in a mutual law enforcement assistance agreement or contract between political subdivision; or
  - (2) That the Member would have in the absence of the contract or agreement.
- b. Any obligation of the Member under a workers' compensation, disability benefits or unemployment compensation law or any similar law, including acts arising out of class action suits.
- c. "Bodily injury" or "property damage" to:
  - (1) An employee of the Member or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the Member; or
  - (2) The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of (1) above.

This exclusion applies:

- (1) Whether the Member 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 "bodily injury" or "property damage".
- d. "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 Member. Use includes operation and "loading or unloading".
- e. "Property damage" to:
  - (1) Property you own, rent, or occupy;
  - (2) Property loaned to you;
  - (3) Personal property in your care, custody or control, except property of persons in custody by virtue of arrest or detention.
- f. Claims or "suits" for damages arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any Member.
- g. Claims or "suits" for damages arising out of acts of fraud committed by or at the direction of the Member with affirmative dishonesty or actual intent to deceive or defraud.



- h. To claims or "suits" arising out of the performance of any law enforcement activity for anyone other than the Named Member. This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.
- i. Any claims or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the Member for any costs, fees or expenses which the Member shall become obligated to pay as result of an adverse judgment for injunctive or declaratory relief, however, we will afford defense to the Member for such claims or "suits", if not otherwise excluded, where compensatory damages are requested.
- j. Claims or "suits" against the Member for acts of another officer or employee unless said officer or employee is also covered for said acts in a coverage document issued by us.
- k. "Bodily injury" arising out of any:
  - (1) Refusal to employ;
  - (2) Termination of employment;
  - (3) Coercion, demotion, evaluation, reassignment discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
  - (4) Consequential "bodily injury" as a result of (1) through (3) above.

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

- l. Any claim or "suit" seeking punitive or exemplary damages. If a "suit" shall have been brought against the Member for a claim falling within the coverage provided by this endorsement, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.
- m. Any claim or "suit" arising out of the actual or alleged transmission of any communicable disease.
- n. Any loss, cost, or expense arising, in whole or part, out of any of the following: (1) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or (2) any request, demand or order that any Member 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 (3) any claim "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. 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.
- o. Any claim or "suit" in connection with any loss:
  - (1) Arising directly or indirectly out of:
    - (a) Any actual or alleged failure, malfunction or inadequacy of:



- i. Any of the following, whether belonging to a Member or to others:
  - (i) Computer hardware, including microprocessors;
  - (ii) Computer application software;
  - (iii) Computer operating systems and related software;
  - (iv) Computer networks;
  - (v) Microprocessors (computer chips) not part of any computer system; or
  - (vi) Any other computerized or electronic equipment or components; or
- ii. Any other products, and any services, data or functions that directly or indirectly use to rely upon, in any manner, any of the items listed in paragraph (1)(a)i of this exclusion due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 or beyond.
- (b) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1)(a) of this exclusion.

p. Fungi or Bacteria

- (1) "Bodily injury" or "property damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expense arising 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, "fungi" or bacteria, by any Member or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

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

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any Member; or
- (2) The negligent:
  - (a) Employment;
  - (b) Investigation;
  - (c) Supervision;
  - (d) Reporting to the proper authorities, or failure to so report; or
  - (e) Retention;

of a person for whom any Member is or ever was legally responsible and whose conduct would be excluded by subparagraph (1) above.



r. Organic Pathogens

- (1) "Bodily injury" or "property damage" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any Organic Pathogen, including exposure to any "Organic Pathogen"; and
- (2) Any loss, cost or expense arising out of any:
  - a. Claim, suit, request, demand, order or statutory or regulatory requirement 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 any "Organic Pathogen", or
- (3) "Bodily injury" or "property damage" arising out of any actual or alleged failure by a Member to properly quarantine those affected by an "Organic Pathogen".

This exclusion does not apply to "bodily injury" caused by any "Organic Pathogen" in or on any food or beverages sold, distributed, severed or handled by the Member.

Coverage B Personal Injury Liability

1. Coverage Agreement

- a. We will pay those sums, in excess of the applicable "Self Insured Retention", subject to the applicable limits of coverage and the terms and conditions applicable to this coverage part, that the Member becomes legally obligated to pay as damages because of "personal injury" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees". We will have the right but not the duty to defend the Member against any "suit" seeking those damages. However, we will have no duty to defend the Member against any "suit" seeking damages for "personal injury" to which this coverage does not apply. We may at our discretion and expense participate with you in the investigation of any "occurrence" and the defense or settlement of any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages and/or expenses is limited as described in Section III Limits Of Coverage of this endorsement.
  - (2) Our right to defend, if we so exercise it, ends when we have exhausted the applicable limit of coverage in the payment of "Allocated Loss Adjustment Expenses", judgments, or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Allocated Loss Adjustment Expenses - Coverages A And B section of this endorsement.

- b. This coverage applies to "personal injury" only if caused by an offense:

- (1) Committed in the "coverage territory" during the coverage document period; and
  - (2) Arising out of the conduct of your law enforcement activities.

2. Exclusions

This coverage does not apply to:



a. "Personal injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the Member with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the coverage document period;
- (3) Arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any Member;
- (4) Arising out of acts of fraud committed by or at the direction of the Member with affirmative dishonesty or actual intent to deceive or defraud; or
- (5) For which the Member has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:
  - (a) Assumed in a mutual law enforcement assistance agreement or contract between political subdivisions;
  - (b) That the Member would have in the absence of the contract or agreement.

b. "Personal injury" to:

- (1) An employee of the Member or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the Member; or
- (2) The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of (1) above.

This exclusion applies;

- (1) Whether the Member may be liable as 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 "personal injury".

c. To claims or "suit" arising out of the performance of any law enforcement activity for anyone other than the Named Member. This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.

d. "Personal injury" arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or



(4) Consequential "personal injury" as a result of (1) through (3) above.

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

- e. Any claims or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the Member for any costs, fees or expenses which the Member shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief, however, we will afford defense to the Member for such claims or "suits", if not otherwise excluded, where compensatory damages are requested.
- f. Claims or "suits" against the Member for acts of another officer or employee unless said officer or employee is also covered for said acts in a coverage document issued by us.
- g. Any claim or "suit" seeking punitive or exemplary damages. If a "suit" shall have been brought against the Member for a claim falling within the coverage provided by this endorsement, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.
- h. A claim or "suit" arising out of any communicable disease.
- i. Any claim or "suit" in connection with any loss:
  - (1) Arising directly or indirectly out of:
    - (a) Any actual or alleged failure, malfunction or inadequacy of:
      - i. Any of the following, whether belonging to a Member or to others:
        - (i) Computer hardware, including microprocessors;
        - (ii) Computer application software;
        - (iii) Computer operating systems and related software;
        - (iv) Computer networks;
        - (v) Microprocessors (computer chips) not part of any computer system; or
        - (vi) Any other computerized or electronic equipment or components; or
      - ii. Any other products, and any services, data or functions that directly or indirectly use to rely upon, in any manner, any of the items listed in paragraph (1)(a)i of this exclusion due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 or beyond.
    - (b) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1 )(a) of this exclusion.
  - j. Fungi or Bacteria
    - (1) "Personal injury" which would not have taken place, in whole or part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of,



or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expense arising but 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, "fungi" or bacteria, by any Member or by any other person or entity.

k. "Personal injury" arising out of:

(1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any Member; or

(2) The negligent:

- (a) Employment;
- (b) Investigation;
- (c) Supervision;
- (d) Reporting to the proper authorities, or failure so report; or
- (e) Retention;

of a person for whom any Member is or ever was legally responsible and whose conduct would be excluded by subparagraph (1) above.

I. Any loss, cost, or expense arising, in whole or part, out of any of the following: (1) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or (2) any request, demand or order that any Member 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 (3) any claim "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. 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. Organic Pathogens

(1) "Personal Injury" arising out of any actual, alleged or threatened infectious, pathogenic, toxic or other harmful properties of any "Organic Pathogen", including exposure to any "Organic Pathogen"; and

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

- (a) Request, demand, order or statutory or regulatory requirement that any Member or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "Organic Pathogen", or
- (3) "Personal Injury" arising out of any actual or alleged failure by a Member to properly quarantine those affected by an "Organic Pathogen".

This exclusion does not apply to "bodily injury" caused by any "Organic Pathogen" in or on any food



or beverages sold, distributed, severed or handled by the Member.

#### Allocated Loss Adjustment Expenses – Coverages A And B

You are responsible for all "Allocated Loss Adjustment Expenses" you incur up to the "Self Insured Retention". However, the most you are responsible for with respect to damages and the "Allocated Loss Adjustment Expenses" combined shall not exceed the "Self Insured Retention".

Your duty to pay for "Allocated Loss Adjustment Expenses" applies separately to each "occurrence" for "bodily injury" or "property damage" or for "personal injury".

#### Supplementary Payments

We will pay, subject to the "Member Deductible" and the "Self Insured Retention", with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments and appeal bonds required in any "suit" we defend, but only for bond amounts within the applicable Limit of Coverage. We are not obligated to furnish these bonds.
3. All reasonable expenses incurred by the Member at our request to assist us in the investigation or defense of a claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work. Such expenses do not include salaries of officials or employees of the Member.
4. All costs taxed against the Member in the "suit" except for any award of attorney's fees.
5. Pre-judgment interest awarded against the Member on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Coverage, we will not pay any pre-judgment 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 Coverage.

These payments will not reduce the Limits of Coverage.

#### Section II-Who Is A Member

1. Each of the following is a Member:
  - a. The Member named in the Declarations.
  - b. Your employees, but only for acts within the scope of the employment by you.
  - c. Volunteers or reserves while performing law enforcement activities for you at your request.

However, none of these employees, volunteers or reserves is a Member for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or



- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, volunteer or reserve or any of your other employees, volunteers or reserves.

2. The political subdivision in which you are located is a Member, but only with respect to liability of the political subdivision for which a Member, as defined in paragraph 1.a., 1.b., or 1.c. above, is also liable.

### Section III – Limits Of Coverage

1. The Limits of Coverage shown in the Schedule and the rules below are the most we will pay under the Police Professional Liability Coverage regardless of the number of:
  - a. Members;
  - b. Claims made or "suits" brought; or
  - c. Person or organizations making claims or bringing "suits".
2. The Aggregate Limit in the Schedule is the most we will pay under the Police Professional Liability Coverage for the sum of damages under Coverage A and Coverage B.
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay under the Police Professional Liability Coverage for the sum of damages under Coverage A and Coverage B because of all "bodily injury", "property damage" and "personal injury" arising out of any one "occurrence". Claims based upon and arising out of the same act or interrelated acts of one or more Members shall be considered to be a single "occurrence".
4. Subject to 3 above, the Each Person Limit is the most we will pay under Coverage A and Coverage B because of all "bodily injury", "property damage" and "personal injury" to any one person.
5. The Limits of Coverage provided by this coverage will apply in excess off the following "Self Insured Retention":
  - (a) The "Self Insured Retention" applying only to damages and/or expenses for "occurrences" covered under this endorsement, is the amount stated in the Schedule per "occurrence".

Subject to additional "Allocated Loss Adjustment Expenses", the "Self Insured Retention" is the most all Members, individually and/or collectively will pay for:
    - (1) The sum of all damages and/or expenses under the Coverage A Bodily Injury And Property Damage Liability section because of all "bodily injury" or "property damage" arising out of any one "occurrence"; or
    - (2) The sum of all damages and/or expenses under the Coverage B Personal Injury Liability section sustained by any one person or organization arising out of any one "occurrence".

The Member will pay only one "Self Insured Retention" regardless of the number of coverage forms, parts, or extensions applicable to the same "Allocated Loss Adjustment Expenses" and/or damages. If the coverage forms, parts, or extension do not all have the same "Self Insured Retention", the Member will pay the "Self Insured Retention", which is greatest.



(b) The Aggregate Limit in the Schedule, applying only to damages and/or expenses for "occurrences" covered under this endorsement, is the amount stated in the Schedule for the coverage document period.

Subject to additional "Allocated Loss Adjustment Expenses", the Aggregate Limit in the Schedule is the most all Members, individually and/or collectively will pay for:

- 1) The sum of all damages and/or expenses under Coverage A Bodily Injury and Property Damage Liability section because of all "bodily injury" or "property damage" during the coverage document period; or
- 2) The sum of all damages and/or expenses under the Coverage B Personal Injury Liability section because of all "personal injury" sustained during the coverage document period.

The limits of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage document period shown in the Declarations, unless the coverage document 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 Coverage.

The Aggregate Limit as shown on the Schedule applies separately to each Named Member.

#### Section IV - Police Professional Liability Conditions

##### 1. Bankruptcy

Your bankruptcy, insolvency, inability to pay, failure to pay or refusal to pay the "Self Insured Retention" will not increase our obligations under the coverage document. In the event there is insurance or coverage, whether or not applicable to an "occurrence", claim or "suit" within the "Self Insured Retention", you will continue to be responsible for the full amount of the "Self Insured Retention" or any portion thereof. Our obligations will begin only when the entire amount of the "Self Insured Retention" has been paid and then only in excess of the "Self Insured Retention", up to the applicable limit of coverage, adjusted for any reduction in the aggregate limit of liability.

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

- a. On a quarterly basis, you must provide us with a written summary (loss run) of all "occurrence", claims or "suits" which have or may result in payments within the "Self Insured Retention". This written summary must show:
  - (1) The date of the "occurrence"; and
  - (2) The name(s) of the injured person(s) or identification of the damaged property; and
  - (3) A description of the injury or damage; and
  - (4) The amount paid or reserved, including supplementary payments, resulting from the "occurrence", claim or "suit".
- b. The Member shall give prompt notice to us if an injury of the following type occurs and provide written notice to us within ten (10) days thereafter:
  - (1) Gross indemnity and expense reserve equal to or exceeding 50% of the "Self Insured Retention";



- (2) A fatality;
- (3) Spinal cord injuries or other nerve damage resulting in paralysis;
- (4) Brain or brain stem injury;
- (5) Amputation of extremity or a crushing injury without amputation that renders extremity useless;
- (6) 2<sup>nd</sup> or 3<sup>rd</sup> degree burns covering 25%, or more, of the body or involving hands or facial disfigurement;
- (7) Permanent impairment of vision by 50%;
- (8) Permanent impairment of hearing by 50%;
- (9) Back injuries requiring surgical correction or with disability of one year or more;
- (10) Any claim that is going to trial;
- (11) Acquired Immune Deficiency Syndrome (AIDS) or infection by Human Immunodeficiency Virus (HIV);
- (12) Permanent disfigurement;
- (13) Class action claims;
- (14) Claims alleging civil rights violations under state or federal law;
- (15) Claims involving employment-related allegations;
- (16) Reopening of any case in which further award might involve indemnity by us.

b. You and any other involved Member 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";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Member because of injury or damage to which this coverage may also apply;
- (5) Consent to being examined and questioned by our representative, under oath if necessary;
- (6) Upon our request attend hearings, depositions and trials; and



(7) Secure and give evidence to us, and obtain the attendance of witnesses.

c. No Member will, except at that Member's own cost, voluntarily make a payment, assume any Obligation, or incur any expense, other than for first aid, in excess of the "Self Insured Retention" without our prior, written consent.

### 3. Legal Action Against Us

No person or organization has a right under this coverage:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from a Member; or
- b. To sue us under this coverage 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 a Member obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this coverage or that are in excess of the applicable Limit of Coverage. An agreed settlement means a settlement and release of liability signed by us, the Member and the claimant or the claimant's legal representative.

### 4. Other Coverage or Insurance

- a. This coverage is excess over and shall not contribute with any of the other coverage or insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to coverage or insurance specifically written as excess over this coverage.

When this coverage is excess, we will have no duty under Coverages A or B to defend the Member against any "suit" if any other coverage provider or insurer has a duty to defend the Member against that "suit". If no other coverage provider or insurer defends, we will undertake to do so, but we will be entitled to the Member's rights against all those other coverage providers or insurers.

- b. When this coverage is excess over other coverage or insurance, we will pay, subject to Section III - Limits of Coverage, the amount of the loss, if any, that exceeds the sum of:
  - (1) The total amount that all such other coverage or insurance would pay for the loss in the absence of this coverage; and
  - (2) The total of all "Member Deductible" and self-insured amounts under all that other coverage or insurance.

### 5. Contribution Audit

- a. We will compute all contributions for this coverage document in accordance with our rules and rates.
- b. Contribution shown in this coverage document as advance contribution is a deposit contribution only. At the close of each audit period we will compute the earned contribution for that period. The final contribution shall be based on the average number of all paid law enforcement officers of the Named Member, full and part time, during the coverage document period determined as follows:
  1. The Named Members shall maintain records and report, within thirty days after the end of the coverage document period, the highest number of paid law enforcement officers on any one day in each month for each month this coverage document was in effect.



2. The average number of such officers shall be determined by dividing the sum of the number of such officers determined above by the number of months the coverage document was in effect.

Audit contributions are due and payable on notice to the Named Member. If the sum of the advance and audit contributions paid for the coverage document term is greater than the earned contribution, we will return the excess to the Named Member.

- c. The Named Member must keep records of the information we need for contribution computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this coverage document, you agree that:

- a. The application for coverage completed in solicitation of this coverage is made a part of this coverage document as though set forth in full herein;
- b. The statements in the application for coverage are accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this coverage document in reliance upon your representations.

## 7. Separation Of Members

Except as noted herein, this coverage applies:

- a. As if each Named Member were the only Named Member; and
- b. Separately to each Member against whom a claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the Member has rights to recover all or part of any payment we have made under this coverage, those rights are transferred to us. The Member must do nothing after loss to impair them. At our request, the Member will bring "suit" or transfer those rights to us and help us enforce them.

## 9. Member Deductible

- a. Our obligation under Section I Coverage A and Coverage B to pay damages on behalf of the Member applies only to the amount of damages in excess of any "Member Deductible" amount stated in the Schedule. The "Member Deductible" will apply before the "Self Insured Retention" discussed in paragraph 5 of Section III above.
- b. The "Member Deductible" amount stated in the Schedule, if any, applies to all damages because of "bodily injury", "property damage" and "personal injury" sustained by one person or organization as the result of any one "occurrence". Claims based upon and arising out of the same act or interrelated acts of one or more Members shall be considered to be a single "occurrence", subject to one deductible per Member.
- c. The "Member Deductible" amount stated in the Schedule applies to each "occurrence" and includes



loss payments and adjustment, investigative and legal fees and costs, whether or not loss payment is involved.

- d. The terms of this coverage, including those with respect to (1) our right and duty to defend any "suits" seeking damages, and (2) your duties in the event of an "occurrence", claim or "suit" apply irrespective of the application of the "Member Deductible" amount.
- e. We may pay any part or all of the "Member Deductible" amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the "Member Deductible" amount as has been paid by us.

#### 10. Waiver Of Governmental Immunity

We will not waive, whether in the adjustment of claims or in the defense of "suits" against any Member, any governmental immunity of the Named Member, unless required to do so by applicable federal or state law, and only to the extent required by such law.

Any waiver of immunity required by applicable federal or state law will not subject us to liability for any portion of a claim or judgment in excess of the applicable Limit of Coverage or for damages to which this coverage does not apply.

#### Section V – Definitions

1. "Allocated Loss Adjustment Expenses" means: all fees for service of process and court costs and court expenses; pre- and post-judgment interest; attorney's fees; cost of undercover operative and detective services; costs of employing experts; costs for legal transcripts, copies of any public record, and costs of depositions and court-reported or recorded statements; costs and expenses of subrogation; and any similar fee, cost or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a loss or a claim or "suit" against you, or to the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" shall not include our or your general overhead, the salary and employee benefits of any of our or your employees, nor the fees of any attorney who is our or your employee or under permanent retainer; nor the fees of any attorney retained to provide counsel to us about our obligations, if any, under any coverage document issued by us, with respect to a claim or "suit" against you.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "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, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:



- (1) The injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on your law enforcement activities; and
- (2) The Member's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

6. "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".

7. "Member" means each entity as listed on Endorsement #1 of this coverage document.

8. "Member Deductible" means the amount the Member must contribute to each loss and/or "Allocated Loss Adjustment Expense".

9. "Mobile Equipment" means any of the following types of land vehicle, 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 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 service equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described 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 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.

10. "Occurrence" means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury", "personal injury", or "property damage" by any person or organization and arising out of the Member's law enforcement duties.

All claims arising out of (a) a riot or insurrection, (b) a civil disturbance resulting in an official proclamation of a state of emergency, (c) a temporary curfew, or (d) martial law are agreed to constitute one "occurrence".

11. "Organic Pathogen" means any:

- a. Bacteria; mildew, mold or other fungi; other microorganisms; or mycotoxins, spores or other by-products of any of the foregoing;
- b. Viruses or other pathogens (whether or not a microorganism); or
- c. Colony or group of any of the foregoing.

12. "Personal Injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies, invasion of the right of private occupancy, or denial of public occupancy;
- d. Oral or written publication 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 of material that violates a person's right of privacy;
- f. Assault and battery;
- g. Erroneous service of process;



- h. Violation of property rights;
- i. Discrimination, unless coverage thereof is prohibited by law;
- j. Humiliation or mental anguish;
- k. Violation of civil rights protected under 42 USC 1981 et seq. or State Law;

provided that no offense shall be deemed to be or result in "personal injury" unless committed in the regular course of duty by the Member.

13. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property; or
- b. Loss of use of tangible property that is not physically injured.

14. "Self Insured Retention" means the amount of dollars retained by the Member for each "occurrence" from a covered cause of loss.

15. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal injury" to which this coverage applies are alleged. "Suit" includes an arbitration proceeding or any other alternative dispute resolution proceeding alleging such damages to which you must submit or submit with our consent.



## **NAMED MEMBERS AND LIMITS OF COVERAGE**

COVERAGE IS EFFECTIVE 07/01/21 EXCEPT AS NOTED BELOW.

THE LIMITS OF COVERAGE SHOWN BELOW APPLY TO THE FOLLOWING NAMED MEMBERS:



Collective Liability Insurance Cooperative  
Coverage Document No: CLICCGL2021

## Commercial General Liability Endorsement #1



Collective Liability Insurance Cooperative  
Coverage Document No: CLICCGL2021

## Commercial General Liability Endorsement #1



Collective Liability Insurance Cooperative  
Coverage Document No: CLICCGL2021

## Commercial General Liability Endorsement #1

LIMITS OF COVERAGE – PER NAMED MEMBER	
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT – ANY ONE PREMISES	\$900,000
MEDICAL EXPENSE LIMIT – ANY ONE PERSON	Excluded
PERSONAL & ADVERTISING INJURY LIMIT – ANY ONE PERSON OR ORGANIZATION	\$1,000,000
GENERAL AGGREGATE LIMIT	\$3,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$incl in general agg



## CLIC BULLYING ENDORSEMENT

This endorsement modifies the coverage provided by this coverage document and provides the sole coverage applicable to liability arising from claims made against a Member alleging, arising out of, based upon or attributable to "bullying" of any student or other minor by any student, employee or other person under the supervision or control of the Named Member. However, this endorsement is subject to the terms, conditions, definitions and exclusions of the Commercial General Liability Coverage Part to which this endorsement is attached, except to the extent that this endorsement expressly modifies the terms, conditions, definitions and exclusions of the Commercial General Liability Coverage Part.

CLIC agrees to pay on behalf of the Member "damages" the Member becomes legally obligated to pay arising from "bullying."

We will have the right and duty to defend any "suit" seeking such "damages". However, we will have no duty to defend the Member against any "suit" seeking such "damages" to which this coverage does not apply. We may, at our discretion, investigate any "bullying" and settle any claim or "suit" that may result. But:

1. The amount we will pay is limited as described in the Commercial General Liability Coverage Part; and
2. Our duty to defend ends when the applicable Limits of Coverage have been exhausted under the Commercial General Liability Coverage Part.

This endorsement applies to "bodily injury", "property damage" or "personal and advertising injury" only if:

1. It arises from "bullying" that takes place in the "coverage territory"; and
2. It occurs during the coverage document period.

If "bodily injury", "property damage" or "personal and advertising injury" arising from "bullying" occurs during more than one coverage document period, only the coverage document in effect at the time the "bodily injury", "property damage" or "personal and advertising injury" first occurs will apply.

Exclusions:

This coverage does not apply, in whole or in part to:

1. Liability of any person who allegedly or actually participates in "bullying". This exclusion applies regardless of the legal theory or basis upon which that person is alleged to be legally liable or responsible for any "damages" arising out of "bullying";
2. The cost of defense or the cost of paying any fines for any person resulting from any actual or alleged violation of a criminal or penal statute; or
3. Any person who has been found guilty of, or pled guilty or no contest to, any criminal act involving "bullying".

Regardless of the number of victims, incidents, locations, or claimants, all acts of "bullying" by any one person, or two or more persons acting together, as well as any breach of duty allowing or contributing to such acts, shall be deemed one "bullying" in determining the Limits of Coverage that will apply.

Definitions:

"Bullying", as defined by applicable state statute, means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

- (1) Placing the student or students in reasonable fear of harm to the student's or students' person or property;
- (2) Causing a substantial detrimental effect on the student's or students' physical or mental health;



- (3) Substantially interfering with the student's or students' academic performance; or
- (4) Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities or privileges provided by the Named Member.

"Damages", as used in this endorsement, means money damages, including punitive damages where allowed by law, which a Member becomes legally obligated to pay as compensation for "bodily injury", "property damage", or "personal and advertising injury" arising from "bullying." Damages does not include: (1) injunctive relief or the costs to comply with injunctive relief; (2) restitution; (3) refund of taxes, fees, assessments or similar payments; (4) fines, penalties, sanctions; (5) attorneys' fees, unless attorneys' fees are recoverable by statute, ordinance or law, or are awarded in addition to money damages otherwise covered by this coverage document; and (6) nominal damages.

"Personal and advertising injury", as used in this endorsement, is amended to include:

- h. emotional distress arising out of "bullying".



Collective Liability Insurance Cooperative  
Coverage Document No: CLICCR2021

Crime and Fidelity  
CLIC DEC CR 0721

#### CRIME COVERAGE DOCUMENT DECLARATIONS

##### COVERAGE PROVIDER AND MAILING ADDRESS:

**Collective Liability Insurance Cooperative (CLIC)**  
**c/o Stevenson High School District #125**  
**2 Stevenson Drive**  
**Lincolnshire, IL 60069**

NAMED MEMBERS: See endorsement #1 (and its amendments-if any)

COVERAGE DOCUMENT PERIOD: 07/01/21 to 07/01/22

AT 12:01 A.M. TIME AT THE MAILING ADDRESS SHOWN ABOVE

Coverage Agreements	Limit of Coverage Per Occurrence	Deductible Amount Per Occurrence
1. Employee Theft – Per Loss Coverage	\$2,000,000	\$2,500
2. Employee Theft – Per Employee Coverage	Not Covered	Not Covered
3. Forgery Or Alteration	\$2,000,000	\$2,500
4. Inside The Premises – Theft Of Money And Securities	\$2,000,000	\$2,500
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	Not Covered	Not Covered
6. Outside The Premises	\$2,000,000	\$2,500
7. Computer Fraud	\$2,000,000	\$2,500
8. Funds Transfer Fraud	\$2,000,000	\$2,500
9. Money Orders And Counterfeit Money	Not Covered	Not Covered

Contribution: \$ As per allocation on file with CLIC.

If "Not Covered" is inserted above opposite any specified Coverage Agreement, such Coverage Agreement and any other references thereto in this coverage document are deleted.

##### Endorsements Forming Part Of This Coverage Document When Issued:

FORM NUMBER	DATE	FORM TITLE
CLIC DEC CR	0721	Crime Coverage Document Declarations
CLIC CR0025	0506	Schools Crime Coverage Form (Loss Sustained Form)
CLIC CR0416	0813	Telephone Toll Fraud
CLIC CR2013	1010	Nonbinding Arbitration
CLIC CR2506	1010	Include Chairperson And Members Of Specified Committees As Employees
CLIC CR2508	1010	Include Specified Non-Compensated Officers As Employees
CLIC CR2509	1010	Include Volunteer Workers As Employees
CLIC CR2512	1010	Include Treasurers Or Tax Collectors As Employees
CLIC CR2513	1010	Include Students As Employees
CLIC CR2516	1010	Add Trading Coverage
CLIC CR2519	0813	Add Faithful Performance of Duty Coverage For School Employees
CLIC CR2520	1010	Add Credit, Debit or Charge Card Forgery
CLIC IL0017	1198	Common Coverage Document Conditions
ENDORSEMENT #1		Named Members (including benefit plans)

In return for the payment of contributions, and subject to all the terms and conditions of this coverage document, we agree with you to provide the coverage as stated in this coverage document.



**SCHOOLS CRIME COVERAGE FORM  
(LOSS SUSTAINED FORM)**

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

Throughout this coverage document the words "you" and "your" refer to the Named Member shown in the Declarations. The words "we", "us" and "our" refer to the Collective Liability Insurance Cooperative (CLIC).

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

**A. Coverage Agreements**

Coverage is provided under the following Coverage Agreements for which a Limit of Coverage is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Coverage Document Period shown in the Declarations, except as provided in Condition **F.1.j.** or **F.1.k.**, which is "discovered" by you during the Coverage Document Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition **F.1.f.**:

**1. Employee Theft – Per Loss Coverage**

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Coverage Agreement, "theft" shall also include forgery.

**2. Employee Theft – Per Employee Coverage**

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Coverage Agreement, "theft" shall also include forgery.

**3. Forgery Or Alteration**

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Coverage Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Coverage applicable to this Coverage Agreement.

**4. Inside The Premises – Theft Of Money And Securities**



- a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":
  - (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
  - (2) Resulting directly from actual disappearance or destruction.
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

#### 5. Inside The Premises – Robbery Or Safe Burglary Of Other Property

- a. We will pay for loss of or damage to "other property":
  - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
  - (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

#### 6. Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" (defined as you or any "employee" while having care and custody of property outside the "premises") or an armored motor vehicle company resulting directly from "theft", actual disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" (defined as you or any "employee" while having care and custody of property outside the "premises") or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

#### 7. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person, other than a "messenger" (defined as you or any "employee" while having care and custody of property outside the "premises"), outside those "premises"; or
- b. To a place outside those "premises".

#### 8. Funds Transfer Fraud



We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

#### 9. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by, [or which purport to have been issued by](#), any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

#### B. Limit Of Coverage

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Coverage shown in the Declarations.

If any loss is covered under more than one Coverage Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Coverage available under any one of those Coverage Agreements or Coverages.

#### C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage.

#### D. Exclusions

##### 1. This coverage does not cover:

###### a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

###### b. Acts Of Employees Learned Of By You Prior To The Coverage Document Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this coverage and you or any of your officials, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Coverage Document Period shown in the Declarations.

###### c. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Coverage Agreement A.1. or A.2.



d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect **Or Consequential** Loss

Loss that is an indirect **or consequential** result of an "occurrence" covered by this coverage including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this coverage.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this coverage.

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Coverage Agreement A.3.

h. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

i. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of 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.

j. War And Similar Action

Loss or damage resulting from:

- (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. Coverage Agreements A.1. and A.2. do not cover:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

d. Treasurers Or Tax Collectors

Loss caused by any treasurer or tax collector by whatever name known.

3. Coverage Agreements A.4., A.5. and A.6. do not cover:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss or damage resulting from fire, however caused, except:

(1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

d. Money Operated Devices



Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

- (a) On the basis of unauthorized instructions;
- (b) As a result of a threat to do bodily harm to any person;
- (c) As a result of a threat to do damage to any property;
- (d) As a result of a threat to introduce a denial of service attack into your computer system;
- (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
- (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
- (g) As a result of a threat to disseminate, divulge or utilize:
  - (i) Your confidential information; or
  - (ii) Weaknesses in the source code within your computer system.

(2) But, this Exclusion does not apply under Coverage Agreement A.6. to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" (defined as you or any "employee" while having care and custody of property outside the "premises") if you:

- (a) Had no knowledge of any threat at the time the conveyance began; or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Coverage Agreement A.7. does not cover:



a. Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

c. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

5. Coverage Agreement A.8. does not cover:

Computer Fraud

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

**E. Definitions**

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this coverage has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this coverage.

5. "Employee":

- a. "Employee" means:

- (1) Any natural person:



(a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s); and

(b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;

(5) Any natural person who is a former official, "employee" or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".

b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph 5.a.

6. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

7. "Fraudulent instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Coverage Agreement A.3.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.



8. "Funds" means "money" and "securities".

9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".

10. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

11. "Occurrence" means:

a. Under Coverage Agreement A.1.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Coverage Document Period shown in the Declarations, except as provided under Condition [F.1.j.](#) or [F.1.k.](#)

b. Under Coverage Agreement A.2.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by each "employee" acting alone or in collusion with other persons, during the Coverage Document Period shown in the Declarations, except as provided under Condition [F.1.j.](#) or [F.1.k.](#)

c. Under Coverage Agreement A.3.:

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Coverage Document Period shown in the Declarations, except as provided under Condition [F.1.j.](#) or [F.1.k.](#)

d. Under All Other Coverage Agreements:

- (1) An individual act or event;
- (2) The combined total of all separate acts or events whether or not related; or



(3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Coverage Document Period shown in the Declarations, except as provided under Condition F.1.j. or F.1.k.

12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this coverage.

13. "Premises" means the interior of that portion of any building you occupy in conducting your business.

14. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has **caused** or threatened to cause that person bodily harm **and the threat is committed in the presence and cognizance of such person**.

15. "Safe burglary" means the unlawful taking of:

- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
- b. A safe or vault from inside the "premises".

16. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

17. "Theft" means the unlawful taking of property to the deprivation of the Member.

18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":

- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. By means of written instructions (other than those described in Coverage Agreement A.3.) establishing the conditions under which such transfers are to be initiated by such financial institutions through an electronic funds transfer system.

19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

## F. Conditions

The following Conditions apply in addition to the Common Coverage Document Conditions:

### 1. Conditions Applicable To All Coverage Agreements



a. Additional Premises Or Employees

If, while this coverage is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this coverage. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional contribution need be paid for the remainder of the Coverage Document Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This coverage is void in any case of fraud by you as it relates to this coverage at any time. It is also void if you or any other Member, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This coverage;
- (2) The property covered under this coverage;
- (3) Your interest in the property covered under this coverage; or
- (4) A claim under this coverage.

c. Cooperation

You must cooperate with us in all matters pertaining to this coverage as stated in its terms and conditions.

d. Duties In The Event Of Loss

After **your school superintendent, business manager or a person who has been designated by them** "discovers" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Coverage Agreement A.1., A.2. or A.3.) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plans

- (1) The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Members under Coverage Agreement A.1. or A.2.
- (2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (3) The Deductible Amount applicable to Coverage Agreement A.1. or A.2. does not apply to loss sustained by any Plan.



f. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation or termination of this coverage, which is "discovered" by you no later than 1 year from the date of that cancellation or termination.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance or coverage obtained by you, whether from us or another insurer or coverage provider, replacing in whole or in part the coverage afforded under this coverage, whether or not such other insurance or coverage provides coverage for loss sustained prior to its effective date.

g. Joint Member

If this coverage is cancelled as to any Named Member, loss sustained by that Named Member is covered only if it is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance or coverage obtained by that Named Member, whether from us or another insurer or coverage provider, replacing in whole or in part the coverage afforded under this coverage, whether or not such other insurance or coverage provides coverage for loss sustained prior to its effective date.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this coverage;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

If we adopt any revision that would broaden the coverage under this coverage without additional contribution within 45 days prior to or during the Coverage Document Period shown in the Declarations, the broadened coverage will immediately apply to this coverage.

j. Loss Sustained During Prior Coverage Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Coverage And Partly During Prior Insurance Or Coverage

If you "discover" loss during the Coverage Document Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Coverage Document Period shown in the Declarations; and
- (b) Partly during the Coverage Document Period(s) of any prior cancelled or terminated coverage that we or any affiliate issued to you or any predecessor in interest;



and this coverage became effective at the time of cancellation or termination of the prior coverage, we will first allocate the amount of the covered loss that you sustained during this Coverage Document Period. We will then allocate the remaining amount of the covered loss that you sustained during the Coverage Document Period(s) of the prior coverage.

**(2) Loss Sustained Entirely During Prior Insurance Or Prior Coverage**

If you "discover" loss during the Coverage Document Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Coverage Document Period(s) of any prior cancelled or terminated coverage that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This coverage became effective at the time of cancellation or termination of the prior coverage; and
- (b) The loss would have been covered under this coverage had it been in effect at the time of the "occurrence".

We will first allocate the amount of the covered loss that you sustained during the most recent prior coverage. We will then allocate any remaining amount of the covered loss that you sustained during the Coverage Document Period(s) of any other prior coverage.

**(3) In allocating loss subject to this Condition:**

- (a) The most we will pay for the entire loss is the highest single Limit of Coverage applicable during the period of loss, whether such limit was written under this coverage or was written under the prior coverage issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this coverage. If no loss was sustained under this coverage, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior coverage.

If the Deductible Amount is larger than the amount of loss sustained under this coverage, or the most recent prior coverage, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior coverage.

We will not apply any other Deductible Amount that may have been applicable to the loss.

**k. Loss Sustained During Prior Coverage Or Insurance Not Issued By Us Or Any Affiliate**

(1) If you "discover" loss during the Coverage Document Period shown in the Declarations, resulting directly from an "occurrence" taking place during the coverage document period or policy period of any prior cancelled or terminated coverage or insurance that was issued to you or a predecessor in interest by another company or service provider, and the period of time to discover loss under that coverage or insurance had expired, we will pay for the loss under this coverage, provided:

- (a) This coverage became effective at the time of cancellation or termination of the prior coverage or insurance; and
- (b) The loss would have been covered under this coverage had it been in effect at the time of the "occurrence".

**(2) In allocating loss subject to this Condition:**



(a) The most we will pay for the entire loss is the lesser of the Limits of Coverage or Limits of Insurance applicable during the period of loss, whether such limit was written under this coverage or was written under the prior cancelled **or terminated** coverage or insurance.

(b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the cancelled **or terminated** coverage or insurance.

(3) The coverage provided under this Condition is subject to the following:

(a) If loss covered under this Condition is also partially covered under Condition F.1.j., the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition F.1.j.

(b) For loss covered under this Condition that is not subject to Paragraph (3)(a), the amount recoverable under this Condition is part of, not in addition to, the Limit of Coverage applicable to the loss covered under this coverage and is limited to the lesser of the amount recoverable under:

(i) This coverage as of its effective date; or

(ii) The prior cancelled **or terminated** coverage or insurance had it remained in effect.

#### I. Other Insurance Or Coverage

If other valid and collectible insurance or coverage is available to you for loss covered under this coverage, our obligations are limited as follows:

##### (1) Primary Coverage

When this coverage is written as primary coverage, and:

(a) You have other insurance or coverage subject to the same terms and conditions as this coverage, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Coverage shown in the Declarations bears to the total limit of all insurance or coverage covering the same loss.

(b) You have other insurance or coverage covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance or Limit of Coverage and Deductible Amount of that other insurance or coverage, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this coverage.

##### (2) Excess Coverage

(a) When this coverage is written excess over other insurance or coverage, we will only pay for the amount of loss that exceeds the Limit of Insurance or Limit of Coverage and Deductible Amount of that other insurance or coverage, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this coverage.



(b) However, if loss covered under this coverage is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance or coverage plus any Deductible Amount applicable to that other insurance or coverage.

m. Ownership Of Property; Interests Covered

The property covered under this coverage is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this coverage is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this coverage must be presented by you.

n. Records

You must keep records of all property covered under this coverage so we can verify the amount of any loss.

o. Recoveries

(1) Any recoveries, whether effected before or after any payment under this coverage, whether made by us or you, shall be applied net of the expense of such recovery:

- (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this coverage;
- (b) Second, to us in satisfaction of amounts paid in settlement of your claim;
- (c) Third, to you in satisfaction of any Deductible Amount; and
- (d) Fourth, to you in satisfaction of any loss not covered under this coverage.

(2) Recoveries do not include any recovery:

- (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (b) Of original "securities" after duplicates of them have been issued.

p. Territory

This coverage covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

q. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

r. Valuation – Settlement



(1) The value of any loss for purposes of coverage under this coverage document shall be determined as follows:

(a) Loss of "money" but only up to and including its face value.

(b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

(i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or

ii. The Limit of Coverage applicable to the "securities".

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(iii) The Limit of Coverage applicable to the lost or damaged property.

With regard to Paragraphs r.(1)(c)(i) through r.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

i. Until the lost or damaged property is actually repaired or replaced; and

ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

## 2. Conditions Applicable To Coverage Agreements A.1. And A.2.

### a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Coverage.

### b. Termination As To Any Employee



This Coverage Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the Named Member. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the Named Member's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition F.1.p. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Coverage Agreement A.3.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Coverage Agreement A.3.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition F.1.p. does not apply to Coverage Agreement A.3.

4. Conditions Applicable To Coverage Agreements A.5. And A.6.

a. Armored Motor Vehicle Companies

Under Coverage Agreement A.6., we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and



(2) From any insurance or coverage or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Coverage Agreement A.7.

a. Special Limit Of Coverage For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition [F.1.p.](#) does not apply to Coverage Agreement A.7.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

### TELEPHONE TOLL FRAUD

This endorsement modifies coverage provided under the following:

#### SCHOOLS CRIME COVERAGE FORM

#### SCHEDULE

Number Of Days: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With regard to this Telephone Toll Fraud endorsement, the provisions of the Coverage Form or Coverage Document to which this endorsement is attached apply, unless modified by this endorsement.

A. The following Coverage Agreement is added to Section A. Coverage Agreements:

We will pay for loss from long distance telephone toll call charges incurred by you resulting directly from fraudulent use or fraudulent manipulation of an "account code" or "system password" required to gain access to your "voice computer system", provided such loss did not result from the failure to:

1. Install and maintain in operating condition a call disconnect feature to terminate a caller's access after three unsuccessful attempts to enter an "account code"
2. Incorporate a "system password" or
3. Change a "system password" within the number of days shown in the Schedule.

B. The following condition is added to Section F. Conditions:

We will pay for loss resulting from toll call charges made on telephone lines directly controlled by one "voice computer system" occurring for a period of not more than 30 days inclusive of the date on which the first such toll call charges were made.

C. The following definitions are added to Section E. Definitions:

1. "Account code" means a confidential and protected string of characters that identifies or authenticates a person and permits that person to gain access to your "voice computer system" for the purpose of making long distance toll calls or utilizing voice mailbox messaging capabilities or similar functional features of the system.
2. "System administration" means the performance of any security function including, but not limited to:
  - a. Defining authorized persons to access the system;
  - b. Adding, deleting or changing "account codes" or passwords;
  - c. Installing or deleting any system option which directs telephone call routing or adds, drops or moves telephone lines; or
  - d. Any other activity allowed by a hardware- or software-based system option that has been incorporated by a manufacturer or a vendor into a "voice computer system" provided the system is not intended for the sole use of the manufacturer or vendor.



3. "System maintenance" means performing hardware and software installation, diagnostic and correction and similar activities that are performed in the usual custom and practice by a manufacturer or vendor to establish or maintain the basic operational functionality of a "voice computer system".

4. "System password" means a confidential and protected string of characters that identifies or authenticates a person and permits that person to gain access to your "voice computer system" to perform "system administration" or "system maintenance" or a component thereof.

5. "Voice computer system" means a "computer system" installed in one location which functions as a private branch exchange (PBX), voice mail processor, automated call attendant or provides a similar capability used for the direction or routing of telephone calls in a voice communications network.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**NONBINDING ARBITRATION**

This endorsement modifies coverage provided under the following:

**SCHOOLS CRIME COVERAGE FORM**

If you and we disagree on the amount of loss, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either party may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by the arbitrators may be appealed to a court of competent jurisdiction.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES**

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

SCHEDULE

Names Of Committees
<a href="#">Any committee of the Named Member.</a>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include any natural person, whether or not compensated, while performing services for you as the chairperson, or a member of any committee named in the Schedule.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**INCLUDE SPECIFIED NON-COMPENSATED OFFICERS AS EMPLOYEES**

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

**SCHEDULE**

Names Or Titles Of Non-compensated Officers
<u>Any non-compensated officer of the Named Member.</u>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended to include your non-compensated officers shown in the Schedule.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**INCLUDE VOLUNTEER WORKERS AS EMPLOYEES**

This endorsement modifies coverage provided under the following:

**SCHOOLS CRIME COVERAGE FORM**

The definition of "employee" is amended to include any noncompensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fundraising campaigns.

However, there is no coverage provided hereunder for any person or organization affiliated with, approved by, or sponsored by a Named Member, including booster clubs, parent teacher organizations and similar organizations, unless such person or organization is included in the Named Members audited financial statements.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**INCLUDE TREASURERS OR TAX COLLECTORS AS EMPLOYEES**

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

**SCHEDULE**

Treasurers Or Tax Collectors
Any treasurer or tax collector of the Named Member, however, excluding any "employee" required by law to be individually bonded.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "employee" is amended to include your treasurers or tax collectors shown in the Schedule.
2. Exclusion D.2.d. Treasurers Or Tax Collectors is deleted.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**INCLUDE STUDENTS AS EMPLOYEES**

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

and applies to the Employee Theft Coverage Agreement:

1. The definition of "employee" is amended to include any student enrolled in a school under your jurisdiction while the student is handling or has possession of property or funds in connection with sanctioned student activities.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**ADD TRADING COVERAGE**

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

and applies to the Employee Theft Coverage Agreement:

**SCHEDULE**

Limit Of Coverage	\$Included
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The Trading Exclusion in Section D.2. is replaced by the following:

We will not pay for loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account. However, if a Limit Of Coverage is shown in the Schedule, we will pay up to that amount for loss resulting directly from trading in a genuine account. That Limit of Coverage is part of, not in addition to, the Limit Of Coverage shown in the Declarations.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR SCHOOL EMPLOYEES**

This endorsement modifies coverage provided under the following:

**SCHOOLS CRIME COVERAGE FORM**

and applies to the Coverage Agreements designated below:

**SCHEDULE**

Coverage Agreement	Limit Of Coverage
<input checked="" type="checkbox"/> Employee Theft - Per Loss Coverage	\$2,000,000
<input type="checkbox"/> Employee Theft - Per Employee Coverage	\$

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

A. The following is added to the Employee Theft Coverage Agreement designated above:

We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit Of Coverage shown in the Schedule. That Limit is part of, not in addition to, the Limit Of Coverage shown in the Declarations.

B. The following exclusions are added to Section D.2. Exclusions:

a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.

b. Damages for which you are legally liable as a result of:

(1) The deprivation or violation of the civil rights of any person by an "employee" or

(2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.

C. The Indemnification Condition is replaced by the following:

**Indemnification**

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

D. Paragraph (1) of the Termination As To Any Employee Condition is replaced by the following:

(1) As soon as:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" not in collusion with the "employee" learns of any act committed by the "employee" whether before or after becoming employed by you



which would constitute a loss covered under the terms of the Employee Theft Coverage Agreement, as amended by this endorsement; or

E. The coverage provided by this endorsement does not apply to any employee benefit plan covered under the Employee Theft Coverage Agreement shown in the Schedule.



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

**ADD CREDIT, DEBIT OR CHARGE CARD FORGERY**

This endorsement modifies coverage provided under the following:

SCHOOLS CRIME COVERAGE FORM

and applies to the Forgery Or Alteration Coverage Agreement:

**SCHEDULE**

Limit Of Coverage	Covered Instruments
\$2,000,000	<input checked="" type="checkbox"/> Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes
	<input type="checkbox"/> Limited to written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes

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

1. Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.

2. The most we will pay in any one "occurrence" is the Limit Of Coverage shown in the Schedule.

3. The following exclusion is added to Section D.:

The Forgery Or Alteration Coverage Agreement does not apply to:

**Non-compliance With Credit, Debit Or Charge Card Issuer's Requirements**

Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

**No Legal Liability**

Loss for which you are not legally liable to the issuer of the credit, debit or charge card for such loss.

**COVERAGE PROVIDED BY THIS ENDORSEMENT IS EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE OR COVERAGE AVAILABLE TO THE NAMED MEMBER.**



THIS ENDORSEMENT CHANGES THE COVERAGE DOCUMENT. PLEASE READ IT CAREFULLY.

#### **COMMON COVERAGE DOCUMENT CONDITIONS**

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

##### **A. Cancellation Or Nonrenewal**

1. The Named Member shown in the Declarations may cancel or nonrenew its coverage under this coverage document by mailing or delivering to us advance written notice of cancellation or nonrenewal in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.
2. We may cancel or nonrenew coverage with respect to a Named Member under this coverage document by mailing or delivering to the Named Member written notice of cancellation or nonrenewal in accordance with the terms of the Collective Liability Insurance Cooperative (CLIC) Intergovernmental Cooperative Agreement and its amendments.

##### **B. Changes**

This coverage document contains agreements between you and us concerning the coverage afforded. The Named Member shown in the Declarations is authorized to make changes in the terms of this coverage document with respect to the coverages that apply to that Named Member with our consent. This coverage document's terms can be amended or waived only by endorsement issued by us and made a part of this coverage document.

##### **C. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this coverage document at any time during the coverage document 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 Member eligibility and the contributions 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 such inspections, surveys, reports or recommendations.

##### **E. Contributions**

The Named Member shown in the Declarations:



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

**F. Transfer Of Your Rights And Duties Under This Coverage Document**

Your rights and duties under this coverage document may not be transferred without our written consent except in the case of death of an individual Named Member.

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.

**G. Statutory Provisions**

The following is added to F. Conditions – Schools Crime Coverage Form

Terms of this coverage document which conflict with state statutes are amended to conform to such statutes.



**NAMED MEMBERS (INCLUDING BENEFIT PLANS)**

COVERAGE IS EFFECTIVE 07/01/21 EXCEPT AS NOTED BELOW.



Collective Liability Insurance Cooperative  
Coverage Document No: CLICCR2021

Crime and Fidelity  
ENDORSEMENT #1



Collective Liability Insurance Cooperative  
Coverage Document No: CLICCR2021

Crime and Fidelity  
ENDORSEMENT #1



Collective Liability Insurance Cooperative  
Coverage Document No: CLICCR2021

Crime and Fidelity  
ENDORSEMENT #1



Collective Liability Insurance Cooperative  
Coverage Document No: CLICCR2021

Crime and Fidelity  
ENDORSEMENT #1

NAMED MEMBER INCLUDES ANY EMPLOYEE WELFARE OR BENEFIT PLAN OF THE NAMED MEMBER. COVERAGE HEREUNDER FOR AN EMPLOYEE WELFARE OR BENEFIT PLAN OF THE NAMED MEMBER IS EXCESS OF ANY OTHER VALID AND COLLECTIBLE INSURANCE, BOND OR COVERAGE AVAILABLE TO THE NAMED MEMBER.



**QBE Insurance Corporation  
A Stock Company**

55 Water Street, New York, New York 10041

Home Office: c/o CT Corporation System, 600 N. 2<sup>nd</sup> Street, Suite 401, Harrisburg, PA 17101

**EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY DECLARATIONS**

**NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND CONDITIONS, THIS POLICY APPLIES ONLY TO CLAIMS BOTH FIRST MADE AGAINST AN INSURED AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**ITEM 1. Named Insured and Mailing Address**

**Participating Members of the Collective Liability Insurance Cooperative (CLIC)**  
c/o Stevenson High School District #125  
2 Stevenson Dr.  
Lincolnshire, IL 60069

[See Schedule of Participating Members, Endorsement #4]

**ITEM 2. Policy Period**      **From: 7/1/2021**      **To: 7/1/2022**  
(12:01 am standard time at your address)

**ITEM 3. Limit of Liability** per Named Insured Entity      [See Endorsement #4] each Claim

[See Endorsement #4] Annual Aggregate

**ITEM 4. Deductible** per Named Insured Entity      [See Endorsement #4] each Claim Non-EPL, including claims expenses  
[See Endorsement #4] each Claim EPL, including claims expenses

**ITEM 5. Total Advance Premium**      \$ \_\_\_\_\_

**ITEM 6. Claims Notification**

Notice of a claim, or an occurrence which may result in a claim, should be given to:

Attn: Alice Ivers  
Summit Risk Services  
120 Gibraltar Road, Suite 210  
Horsham, PA 19044  
Phone Number: 215-443-3595 (main)  
Fax Number: 215-773-7725  
qbeclaim@summitrisk.com

**ITEM 7. Forms and Endorsements attached to the policy at inception:**

<b>Form Number</b>	<b>Date</b>	<b>Form Title</b>
QBPE-3001-CW	03-20	Schools Professional and Management Liability Coverage Document Declarations
QBPE-1000-CW	03-20	Schools Professional and Management Liability Coverage Form
PRU-PE-5000	02-21	Amendatory Endorsement – Illinois
QBPE-2009	03-20	Nuclear Exclusion Endorsement
QBPE-2000	03-20	Minimum Earned Premium Endorsement
PRU-CL-2013	03-20	Schedule of Participating Members Endorsement (Retentions)
PRU-CL-2010	03-20	Retroactive Date Endorsement
PRU-CL-2007-IL-M	09-21	IEP Hearing and Non-Monetary Defense Endorsement
QBPE-2043	03-20	Desegregation Endorsement
QBPE-2055	03-20	Breach of Contract Endorsement
QBPE-2061	03-20	Fiduciary Liability Endorsement
PRU-CL-2000	03-20	Additional Insured Endorsement – PTO Organizations
PRU-CL-2001	03-20	Additional Insured Endorsement – Related Entities
PRU-CL-2004	03-20	Chosen Counsel Endorsement
QBPE-2016	03-20	Sexual Abuse Exclusion Endorsement
PRU-CL-2008	03-20	Named Insured and Pool Maintenance Retentions Endorsement
PRU-CL-2006	03-20	Fixed Works Exclusion Endorsement
PRU-CL-2002-IL	03-20	Alternative Dispute Resolution Endorsement
PRU-CL-2005	03-20	Failure of Security and Private Information Exclusion Endorsement
PRU-CL-2012	03-20	Spousal Domestic Partner, Legal Representative Coverage Extension Endorsement
QBPE-2047	03-20	Who is an Insured Amended Endorsement – Independent Contractor

In witness whereof, the Insurer has caused this Policy to be executed, but it shall not be valid unless also signed by a duly authorized representative of the Insurer.

Todd Jones  
President

Mark Pasko  
Secretary





## EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

**NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS AND CONDITIONS, THIS POLICY APPLIES ONLY TO CLAIMS BOTH FIRST MADE AGAINST AN INSURED AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.**

**PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

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

Titles are used within this policy for convenience only and shall not control or affect the meaning or construction of any provision of this policy.

Throughout this policy the words "you" and "your" refer to the Named Insured educational institution shown in Item 1. of the Declarations. The words "we," "us," and "our" refer to the Company providing this insurance.

Other words and phrases that appear in bold have special meaning. Refer to SECTION VIII – DEFINITIONS.

In consideration of the payment of the premium, in reliance upon the statements in the written application made a part hereof, and subject to all of the terms of this policy, we agree as follows:

### SECTION I – COVERAGE

#### A. Insuring Agreement

1. We will pay those sums that an Insured becomes legally obligated to pay as **damages** on account of a **claim** arising from a **wrongful act** (regardless of whether or not such allegations prove to be groundless, false or fraudulent) arising out of the discharge of duties by or on behalf of the Named Insured provided always that:
  - a. the **claim**, on account of such **wrongful act**, is first made against an Insured and reported to us during the **policy period** or applicable extended reporting period under SECTION VI – EXTENDED REPORTING PERIODS, if any;
  - b. such **wrongful act** took place in the **coverage territory**; and
  - c. as of the inception date of this policy, no Insured had any knowledge of any circumstance likely to result in or give rise to a **claim** nor could have reasonably foreseen that a **claim** might be made.

For purposes of paragraph 1.a. of SECTION I – COVERAGE, A. Insuring Agreement, if during the **policy period** or any applicable Extended Reporting Period under SECTION VI – EXTENDED REPORTING PERIODS, the Insured gives written notice to us, in accordance with SECTION VII – CONDITIONS – Item A., of a **wrongful act** likely to result in a **claim**, then any **claim** that may subsequently be made against an insured arising out of such **wrongful act** shall be deemed to have been made during the **policy period** or any applicable Extended Reporting Period hereunder.

2. We will have the right and duty to defend, except where otherwise excluded, any **claim** seeking **damages** to which this insurance applies. We may, at our discretion, investigate any **claim**. But:
  - a. the amount we will pay for **damages** is limited as described in SECTION IV – LIMITS OF LIABILITY; and
  - b. our right and duty to defend end when we have used up the applicable Limit of Liability 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 SECTION I – COVERAGE, B. Supplementary Payments.

#### B. Supplementary Payments

We will pay, in addition to the applicable Limits of Liability, with respect to any **claim** we defend:

1. all **claims expenses** we incur;

2. premiums on appeal bonds in any such **claim** and the cost of bonds to release attachments, but only for bond amounts not exceeding an amount equal to the Limit of Liability. We do not have an obligation to furnish any such bonds;
3. all reasonable expenses incurred by any Insured at our request to assist us in the investigation or defense of the **claim**, including actual loss of earnings up to \$100 a day because of time off from work; and
4. all costs taxed against the Insured in the **suit**.

## **SECTION II – EXCLUSIONS**

This policy does not apply to any **claim, damages or claims expenses**:

### **1. Criminal Acts**

based upon, arising out of or resulting, directly or indirectly, from any dishonest, fraudulent, criminal or malicious act or omission of any Insured;

### **2. Fiduciary Liability**

for any actual or alleged violation of any responsibility, obligation or duty imposed by:

- a. the Employee Retirement Income Security Act (ERISA);
- b. the Pension Benefit Act;
- c. the Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA); or
- d. Section 89 of the Internal Revenue Code;

or any amendments thereto, or similar provisions of any federal, state or local, statutory or common law;

### **3. Pollution**

based upon, arising out of or resulting, directly or indirectly, from:

- a. the actual, alleged or threatened existence, discharge, dispersal, seepage, migration, release or escape of pollutants, irritants or hazardous substances at any time; or
- b. any:
  1. request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any other way respond to, or assess the effects of pollutants; or
  2. claim or suit by or on behalf of a governmental authority or others 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.

Pollutants, as used herein, means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, or toxin, fumes, acids, alkalis, chemicals, metals and waste. In addition to pollutants to be disposed of, waste includes materials to be recycled, reconditioned or reclaimed;

### **4. Asbestos, Silica Dust or Lead**

based upon, arising out of or resulting, directly or indirectly, from:

- a. any disease or any ailment caused by or aggravated by asbestos in any form or silica dust;
- b. the existence of asbestos in any form or silica dust, including the costs of investigations or feasibility studies, or to the costs of testing, monitoring, abatement, mitigation, cleaning, removal or disposal of any property or substance;
- c. lead or the hazardous properties of lead;
- d. remedial investigations or feasibility studies or the costs of testing, monitoring, abatement, mitigation, cleaning, removal, or disposal of lead or any item(s) containing lead;
- e. any supervision or instructions recommendations, warnings, or advice given or which should have been given in connection with 4.b. or 4.c. above; or
- f. any obligation to share damages with or repay someone else who must pay damages in connection with 4.a., 4.b., 4.c., 4.d., or 4.e. above;

### **5. Self-Dealing or Illegal Profit**

based upon, arising out of or resulting, directly or indirectly, from self-dealing or gaining profit or advantage to which an Insured is not legally entitled;

### **6. Condemnation**

based upon, arising out of or resulting, directly or indirectly, from eminent domain, condemnation, inverse

condemnation or adverse possession. However, we will pay up to \$10,000 in excess of the deductible amount shown in the Declarations for **claims expenses** incurred by the Insured with regard to any such **claims**;

## **7. Bodily Injury, Personal Injury, Advertising Injury, or Property Damage**

based upon, arising out of or resulting, directly or indirectly, from any actual or alleged:

- a. bodily injury including physical injury to any person, death, sickness, disease associated with or arising from such bodily injury;
- b. assault or battery;
- c. emotional distress or mental anguish;
- d. injury caused by a **wrongful act** arising from one or more of the following:
  - 1) false arrest, detention or imprisonment;
  - 2) malicious prosecution;
  - 3) false or improper service of process;
  - 4) publication or utterance of libel or slander or disparaging material or utterance in violation of an individual's right of privacy;
  - 5) violation of right of public occupancy;
  - 6) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises;
  - 7) violation of property rights, including violations associated with tangible or intellectual property;
  - 8) misappropriation of advertising ideas or style of business; or
  - 9) infringement of copyright title or slogan.

However, exclusion 7.c. and 7.d. do not apply with respect to allegations of a **wrongful employment practice**.

- e. physical injury to tangible property, including all resulting loss of use of that property; or
- f. loss of use of tangible property that is not physically injured;

## **8. Law Enforcement Activities**

based upon, arising out of or resulting, directly or indirectly, from any law enforcement activities to protect the public or property including the operation of correctional or detention facilities;

## **9. War, Strikes, Riots, or Civil Commotion**

based upon, arising out of or resulting, directly or indirectly, from:

- a. war, whether or not declared, or any act or condition incident to war; or
- b. strikes, riots or civil commotion.

War includes civil war, insurrection, rebellion or revolution;

## **10. Failure to Effect and Maintain Insurance**

based upon, arising out of or resulting, directly or indirectly, from failure to effect or maintain insurance or the failure to advise or counsel with respect to the procuring, obtaining or maintaining of any insurance coverages;

## **11. Bonds, Taxes or Construction Contracts**

based upon, arising out of or resulting, directly or indirectly, from:

- a. the issuance of bonds;
- b. the improper collection of taxes; or
- c. construction, architectural or engineering contracts;

## **12. Prior Insurance**

based upon, arising out of or resulting, directly or indirectly, from any circumstance which might give rise to a claim under any policy(ies) which have terminated or expired prior to the inception date of this policy and any resulting damages for which an Insured is entitled to indemnity or payment by reason of such notice to such terminated or expired policy;

## **13. Non-monetary Damages, Fines or Penalties**

for equitable relief or redress in any form other than money **damages** or for costs, charges, fees or expense in relation to any **claim** seeking relief or redress in any form other than money **damages**, or for the costs of an

Insured's compliance with the condition of any injunctive or equitable relief, or for any fines or penalties assessed from the failure to comply with any injunctive relief.

However, notwithstanding the foregoing, with respect to any **claim** arising out of a **wrongful employment practice**, we agree to pay any **claims expenses** in regard to **claims** seeking relief or redress in any form other than monetary **damages**. We shall have the right, but not the duty, to investigate, or participate in the defense of, or defend any such **claim**. We shall only be liable to pay **claims expenses** in excess of the deductible amount shown in the Declarations and included within and up to the Limit of Liability shown in the Declarations. We shall have no obligation to pay any salary expense of an Insured;

#### **14. Collective Bargaining Agreement**

based upon, arising out of or resulting, directly or indirectly, from any collective bargaining agreement or breach of any such agreement;

#### **15. Doctors or Health Care Facilities**

based upon, arising out of or resulting, directly or indirectly, from:

- a. an Insured's **wrongful acts** as a doctor, physician, surgeon or dentist; or
- b. the premises or operation of any hospital, clinic, or nursing home;

#### **16. Contractual Liability**

based upon, arising out of or resulting, directly or indirectly, from the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages** that such Insured would have in the absence of the contract or agreement;

#### **17. Capital Improvements**

for any costs incurred by an Insured to modify or adapt any building or property in order to make such building or property more accessible or accommodating to any disabled person;

#### **18. Workers Compensation**

based upon, arising out of or resulting, directly or indirectly, from any obligation under any workers' compensation, disability benefits or unemployment compensation law, or any similar law. However, notwithstanding the foregoing, this exclusion does not apply to any **claim** arising out of a **wrongful employment practice** on account of the filing of a workers' compensation **claim** or a **claim** for disability benefits;

#### **19. Strike and Lock Out**

based upon, arising out of or resulting, directly or indirectly, from a strike, lockout, picket line, replacement, or other similar action resulting from labor disputes or labor negotiations or any protections contained within the National Labor Relations Act;

#### **20. Workers' Adjustment and Retraining Notification Act (W.A.R.N.)**

based upon, arising out of or resulting, directly or indirectly, from of the Workers' Adjustment and Retraining Notification Act, Public Law 100-379 (1988) or any amendment thereto, or any similar federal, state or local law;

#### **21. Consequential Loss**

brought by, or on behalf of, any claimant's domestic partner, spouse, child, parent, brother, or sister as a consequence of a **wrongful employment practice**;

#### **22. Securities, RICO, Antitrust and Unfair Competition.**

based upon, arising out of or resulting, directly or indirectly, from any actual or alleged:

- a. purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;
- b. violation of the Organized Crime Control Act of 1970, 18 USC section et seq. (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended;
- c. antitrust violations, restraint of trade, or unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended;
- d. regulation promulgated under the forgoing laws; or
- e. any federal, state, local or foreign laws (1) similar to the foregoing laws (including "Blue Sky" laws) or (2) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law;

#### **23. Integration or Desegregation**

based upon, arising out of or resulting, directly or indirectly, from the failure to integrate or desegregate the student

enrollment or failure to integrate or desegregate participation in any educational entity, school, educational or extracurricular program on the basis of race, sex, ethnic background or national origin, or for any bussing or other transportation of students to or from schools or extracurricular events, in connection with the program or plan of such integration or desegregation, or for causing or allowing the student enrollment or the participation in any educational entity, school, educational, or extracurricular program to be operated or administered on a discriminatory basis because of race, sex, ethnic background or national origin in violation of a court order.

## **SECTION III – WHO IS AN INSURED**

Each of the following is an Insured:

- A. The Named Insured educational institution as shown in the Declarations;
- B. Any full or part-time **employee**, including volunteers, of the Named Insured, but only while acting within the scope of duties as an **employee**; and
- C. Any elected or appointed officials while acting within the scope of their duties as elected or appointed officials of the Named Insured.

## **SECTION IV – LIMITS OF LIABILITY**

- A. The Annual Aggregate Limit of Liability stated in Item 3. of the Declarations is the most we will pay for **damages** as a result of all **claims** covered under this policy regardless of the number of Insureds, **claims** made, or persons or organizations making a **claim**.
- B. Subject to paragraph A. above, our liability for **damages** as a result of any one **claim** covered under this policy shall not exceed the each **Claim** Limit of Liability stated in Item 3. of the Declarations as to each **claim**.
- C. The Limits of Liability for this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, other than an extended reporting period, 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 twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.
- D. Any applicable reporting period under SECTION VI – EXTENDED REPORTING PERIODS shall be deemed to be part of the last preceding **policy period** for purposes of determining the Limits of Liability. The Limits of Liability do not apply separately to any reporting period under SECTION VI – EXTENDED REPORTING PERIODS.

## **SECTION V – DEDUCTIBLE**

The deductible amount stated in Item 4. of the Declarations is applicable to each **claim** and shall be subtracted from the total amount of **damages** and **claims expenses** resulting from each **claim**, whether or not payment for **damages** is made. If more than one **claim** results from the same or related **wrongful acts**, then only one deductible amount will apply.

We are only liable for the difference between such deductible amount and the amount otherwise applicable to a **claim**. If we pay your portion of any deductible, you will reimburse us immediately upon our request.

## **SECTION VI – EXTENDED REPORTING PERIODS**

- A. We will provide one or more extended reporting periods, as described below.
- B. The extended reporting periods do not extend the **policy period** or change the scope of coverage provided under this policy and apply only to **claims** arising out of **wrongful acts** that occur before the end of the **policy period**.
- C. The extended reporting periods do not reinstate or increase the Limits of Liability.
- D. A Basic Extended Reporting Period of sixty (60) days from the effective date of expiry or cancellation or nonrenewal of this policy is automatically provided without an additional charge. Subject to the terms of this policy, the Basic Extended Reporting Period applies to **claims** that are first made against an Insured during the **policy period** and reported to us, in accordance with SECTION VII – CONDITIONS, subsection A., no later than the end of the Basic Extended Reporting Period.

The Basic Extended Reporting Period does not apply to **claims** covered under any other insurance purchased subsequent to, or, to replace this policy.

- E. If this policy is canceled or not renewed by us for any reason other than nonpayment of premium or any other amount owed to us, an Optional Extended Reporting Period will be offered to you, subject to the payment of additional premium, and shall take effect on the effective date of cancellation or nonrenewal of this policy. The Optional Extended Reporting Period will remain in effect for a period of one to three years, depending on which Optional Extended Reporting Period you purchase. Subject to the terms of this policy, the Optional Extended Reporting Period applies to **claims** for **damages** reported to us, in accordance with SECTION VII – CONDITIONS, subsection A., no later than the end of the purchased Optional Extended Reporting Period. Nonrenewal by us shall mean the refusal by us to renew the policy on any terms. Nonrenewal by us shall not mean a change in premium, deductibles, Limits of Liability or other terms.

The additional premium for the Optional Extended Reporting Period will depend on which option you choose, as shown below, but will be no more than 150% of the annual premium for the last **policy period**.

Option 1	1 year	75%
Option 2	2 years	125%
Option 3	3 years	150%

We must receive a written request from you, together with payment of additional premium due, within sixty (60) days after the effective date of cancellation or nonrenewal of this policy if you wish to purchase one of the Optional Extended Reporting Periods. You must state in your request which Optional Extended Reporting Period you wish to purchase. The Optional Extended Reporting Period will not go into effect unless you pay and we acknowledge receipt of the additional premium when due. Once in effect, the Optional Extended Reporting Period may not be canceled and the premium for the Optional Extended Reporting Period is fully earned.

The Optional Extended Reporting Period does not apply to **claims** covered under any other insurance purchased subsequent to, or to replace, this policy.

## SECTION VII – CONDITIONS

### A. Duties in the Event of Wrongful Act or Claim

1. You must see to it that we are promptly notified of a **wrongful act** which may result in a **claim**. To the extent possible, notice should include:
  - a. how, when and where the **wrongful act** took place;
  - b. the names and addresses of any injured persons and any witnesses; and
  - c. the nature and location of any injury or **damage** arising out of the **wrongful act**.
2. If a **claim** is made against any Insured, you must:
  - a. promptly record the specifics of the **claim** and the date received; and
  - b. notify us promptly.You must see to it that we receive written notice of the **claim** promptly.
3. You and any other involved Insured must:
  - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
  - b. authorize us to obtain records and other information;
  - c. cooperate with us in the investigation, settlement, or defense of the **claim**; and
  - d. 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 policy may also apply.
4. No Insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

### B. Legal Action Against Us

No person or organization has a right under this policy:

1. to join us as a party or otherwise bring us into a **suit** asking for **damages** from an Insured; or
2. to sue us under this policy unless all 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 obtained after an actual trial; but we will not be liable for **damages** that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

### C. Other insurance

If other insurance is available to the Insured for a **wrongful act** covered by this policy, the insurance provided by this policy shall apply in excess of such other insurance whether or not valid or collectible.

### D. Material Representations

By accepting this policy, you represent and agree as a condition to coverage:

1. that the statements in the Declarations are accurate and complete;

2. that the statements made in the application and attachments and any other materials submitted are true and are the basis of this policy and are to be considered as incorporated into and constituting a part of this policy;
3. that the statements made in the application and attachments and any other material submitted are representations and that such representations are deemed material to the acceptance of the risk or the hazard assumed by us under this policy and that this policy is issued in reliance upon the truth of such representations; and
4. that in the event that the application, including attachments and any other materials submitted, contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by us, this policy in its entirety shall be void and of no effect.

#### **E. Separation of Insureds:**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this policy applies:

1. as if each Named Insured were the only Named Insured; and
2. separately to each Insured against whom **claim** is made.

#### **F. Transfer of Rights of Recovery Against others to Us**

If an Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after the **wrongful act** to impair such rights. At our request, the Insured will bring legal action or transfer those rights to us and help us enforce them.

#### **G. Assignment**

This policy may not be assigned by you to anyone.

#### **H. Sovereign Immunity Defense**

We will use the defense of sovereign immunity, to which you may be entitled as a public entity, only when you agree with us in its use. If you do not agree with us in using the defense of sovereign immunity, you release us from all liability because of our failure to raise such defense.

#### **I. Consent to Settle**

We will consult with you when we settle a **claim**. If you refuse to consent to any settlement offer we receive or make and you elect to contest the **claim** or continue any legal proceeding in connection with such **claim**, our liability will not exceed the settlement offer plus supplementary payments incurred as of the date of such refusal.

#### **J. 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. ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. sixty (60) 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 canceled, 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.

#### **K. 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.

#### **L. 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 (3) years afterward.

#### **M. Inspections and Surveys**

We have the right but are not obligated to make inspections and surveys at any time. We will give you reports on the conditions we find and recommend changes.

Any inspections, surveys, reports or recommendations 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. We do not warrant that conditions are safe or healthful, or comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys or reports.

#### **N. Premiums**

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will receive any return premiums.

#### **O. 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 Insured.

#### **P. Trade or Economic Sanctions**

This policy shall not apply to any the extent that trade or economic sanctions prohibit us or any member of our group from providing insurance coverage.

#### **Q. Bankruptcy**

The bankruptcy or insolvency of any Insured will not relieve us or our obligations under this policy. However, this policy will only apply and respond for the amount in excess of the deductible that is otherwise covered and will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

### **SECTION VIII – DEFINITIONS**

#### **A. Claim** means:

1. a written demand for damages or a notice advising an Insured of an intent to sue;
2. a **suit**;
3. a charge or a notice of investigation or violation from any government agency;
4. a notice of an arbitration proceeding to which we agree; or
5. a civil proceeding commenced by the service of a summons, complaint or similar pleading, and receipt by an Insured that alleges a **wrongful act**.

**Claim** shall not include any criminal action or labor or grievance arbitration subject to a collective bargaining agreement.

More than one **claim** brought by persons or entities arising out of the same **wrongful act** or a series of acts all related to a single **wrongful act** shall be treated as a single **claim** and shall be deemed to have been made at the time that the first **claim** is made against any Insured.

#### **B. Claims Expenses** means:

1. reasonable and necessary fees charged by any attorney designated by us to defend the Insured;
2. reasonable and necessary fees charged by any attorney designated by the Insured with our written consent; and
3. other reasonable and necessary fees, costs and expenses resulting from investigation, adjustment, defense and appeal (other than premiums on appeal bonds and the cost of bonds to release attachments) of a **claim** if incurred by the Insured.

**Claims expenses** shall not include salary expense or other charges relating to employees or officials of the Insured.

**Claims expenses** also shall not include any amounts in excess of the applicable and available Limits of Liability of this policy, as set forth in the Declarations.

#### **C. Coverage Territory** means anywhere in the world provided that the damage or injury arises out of discharge of duties as an educational entity and that any suit is brought against the Insured within the United States of America, its territories or possessions, Puerto Rico or Canada.

#### **D. Damages** shall mean those amounts that an Insured becomes legally obligated to pay because of judgments or settlements including:

1. all interest on the full amount of any judgment that accrues after entry and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Liability; and
2. an award of an opposing party's attorney fees.

- E. Employee** means any person employed by, leased to or volunteering services to you. **Employee** includes a **leased worker**.
- F. 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.
- G. Policy period** means the period from the inception date to the expiration date shown in Item 2. of the Declarations, or to any earlier cancellation of this policy.
- H. Suit** means a civil proceeding in which **damages** to which this policy applies are alleged and includes:
  1. an arbitration proceeding in which such **damages** are claimed and to which you must submit or do submit with our consent; or
  2. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which you submit with our consent.
- I. Wrongful act** means a negligent act, error or omission, or **wrongful employment practice**.
- J. Wrongful employment practice(s)** means
  1. employment related discrimination in connection with hiring, promotion, advancement or opportunity demotion, discipline, pay, or termination on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation, marital status, or pregnancy, or any conduct that violates any federal, state, or local law prohibiting employment discrimination;
  2. sexual harassment, including unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that (a) is made an explicit or implied term or condition of employment; or (b) is used as a basis for employment decisions; or (c) creates a work environment that is intimidating, hostile, or offensive; and
  3. any of the following employment related acts so long as they arise from the acts described in paragraphs **J.1** and **J.2** above: misrepresentation, invasion of privacy, defamation, retaliation, negligent infliction of emotional distress, wrongful discipline, negligent evaluation, negligent hiring, or negligent supervision.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDATORY ENDORSEMENT – ILLINOIS

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	1
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that the policy is amended as follows:

1. **SECTION I – INSURING AGREEMENT**, subsection **B.** is deleted in its entirety and replaced by the following:

#### **B. Supplementary Payments**

We will pay, in addition to the applicable limits of liability, with respect to any **claim** we defend:

1. all **claims expenses** we incur;
2. premiums on appeal bonds in any such **claim** and the cost of bonds to release attachments, but only for bond amounts not exceeding an amount equal to the Limit of Liability. We do not have an obligation to furnish any such bonds;
3. all reasonable expenses incurred by any Insured at our request to assist us in the investigation or defense of the **claim**, including actual loss of earnings up to \$100 a day because of time off from work;
4. pre-judgment or post-judgment interest, including all interest on the full amount of any judgment that accrues after entry and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Liability; and
5. all costs taxed against the Insured in the **suit**.

2. **SECTION II – EXCLUSIONS** is amended as follows:

a. Subsection **3. Pollution** is amended to include the following:

Provided, however, this exclusion shall not apply to damage caused by heat, smoke or fumes from a hostile fire.

b. Subsection **21. Consequential Loss** is deleted in its entirety and replaced by the following:

#### **21. Consequential Loss**

brought by, or on behalf of, any claimant's domestic partner, spouse, including a party to a civil union, child, parent, brother, or sister as a consequence of a **wrongful employment practice**.

2. **SECTION VI – EXTENDED REPORTING PERIODS**, subsection **E.** is amended by deleting the first sentence and replacing it with the following:

If, pursuant to Section VII, Paragraph J. of this policy, either we or you cancel or nonrenew this policy for any reason, an Optional Extended Reporting Period will be offered to you, subject to the payment of additional premium, and shall take effect on the effective date of cancellation or nonrenewal of this policy.

3. **SECTION VII – CONDITIONS** is amended as follows:

a. Subsection **C. Other Insurance** is deleted in its entirety and replaced by the following:

### **C. Other Insurance**

If other valid and collectible insurance is available to the Insured for a **wrongful act** covered by this policy, the insurance provided by this policy shall share proportionately with such over valid and collectible insurance.

b. Subsection **D. Material Representations**, paragraph **4.** is deleted in its entirety and replaced by the following:

**4.** that in the event that the application, including attachments and any other materials submitted, contains misrepresentations which have been made with the actual intent to deceive or which materially affect either the acceptance of the risk or hazard assumed by us, this policy in its entirety shall be void and of no effect.

c. Subsection **J. Cancellation** is deleted in its entirety and replaced by the following:

### **J. Cancellation and Nonrenewal**

#### **1. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing to the Insured written notice of cancellation at least:
  - 1) ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 2) sixty (60) days before the effective date of cancellation after this policy has been in effect for sixty (60) days, only for one or more of the following reasons:
    - a) nonpayment of premium;
    - b) the policy was obtained through a material misrepresentation;
    - c) any Insured violated any terms and conditions of the policy;
    - d) the risk originally accepted has measurably increased;
    - e) certification to the Director of Insurance in Illinois of the loss in reinsurance by us for all or a substantial part of the underlying risk; or
    - f) the Director of Insurance in Illinois determines that continuation of the policy could place us in violation of Illinois insurance laws.
- c. We will mail our notice to the Insured and to the broker, if known, or the agent of record, at the last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation and the reason(s) for cancellation. The **policy period** will end on that date.
- e. If this policy is canceled, 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice. We shall maintain proof of mailing of a cancellation or nonrenewal notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office or other commercial mail delivery service.

#### **2. Nonrenewal**

- a. If we decide not to renew this policy, we will mail to the Insured written notice of nonrenewal at least sixty (60) days before the end of the **policy period**.
- b. We will mail our notice to the Insured and to the broker, if known, or the agent of record, at the last mailing address known to us. Such notice will state the reason(s) for nonrenewal.
- c. If we offer to renew or continue this policy 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. If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.
- d. If notice is mailed, proof of mailing will be sufficient proof of notice. We shall maintain proof of mailing of a cancellation or nonrenewal notice on a recognized U.S. Post Office form or a form acceptable to the U.S. Post Office or other commercial mail delivery service.

d. Subsection **Q.** is deleted in its entirety and replaced by the following:

**Bankruptcy and Insolvency**

The bankruptcy or insolvency of any Insured will not relieve us or our obligations under this policy.

4. **SECTION VIII – DEFINITIONS**, subsection **D. Damages** is deleted in its entirety and replaced by the following:

**D. Damages** shall mean those amounts that an Insured becomes legally obligated to pay because of judgments or settlements including an award of an opposing party's attorney fees.

All other terms, conditions and limitations of this Policy shall remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR EXCLUSION**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	2
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is agreed that **SECTION II – EXCLUSIONS** is amended to add the following:

#### **Nuclear Hazard**

Any **claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any:

1. actual, alleged or threatened exposure to nuclear source material, nuclear by-product materials, nuclear waste activities, nuclear reaction, radiation or radioactive contamination, however caused;
2. actual or alleged violation of any environmental statute, regulation, or ordinance with respect to such material in paragraph 1. above.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MINIMUM EARNED PREMIUM**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	3
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is hereby agreed that a minimum of Twenty-five percent (25%) of the premium shown on the Declarations page shall be fully earned at the inception date of the policy.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **SCHEDULE OF PARTICIPATING MEMBERS (RETENTIONS)**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	4
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

EDUCATORS' LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that the Declarations is amended as follows:

1. Items 1. Named Insured, 3. Limits of Liability and 4. Deductible are deleted in their entirety and replaced with the corresponding Items shown in the following Schedule of Participating Members.
2. The Limits of Liability and Retentions shown below apply separately to each Named Insured entity.
3. The Retentions shall include **claims expenses**.

## **SCHEDULE OF PARTICIPATING MEMBERS**







All other terms, conditions and limitations of this Policy shall remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **RETROACTIVE DATE ENDORSEMENT**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	5
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is hereby agreed that subsection A.1. of **SECTION I – COVERAGE** is deleted in its entirety and the following is inserted:

1. We will pay those sums that an Insured becomes legally obligated to pay as **damages** on account of a **claim** arising from a **wrongful act** (regardless of whether or not such allegations prove to be groundless, false or fraudulent) arising out of the discharge of duties by or on behalf of the Named Insured provided always that:
  - a. the **claim**, on account of such **wrongful act**, is first made against an Insured and reported to us during the **policy period** or applicable extended reporting period under SECTION VI – EXTENDED REPORTING PERIODS, if any;
  - b. such **wrongful act** took place in the **coverage territory**;
  - c. as of the inception date of this policy, no Insured had any knowledge of any circumstance likely to result in or give rise to a **claim** nor could have reasonably foreseen that a **claim** might be made; and
  - d. such **wrongful act** was first committed by the Insured on or after the applicable retroactive date shown on the Schedule of Participating Members which corresponds to that Member, if any, and prior to the end of the **policy period**.

For purposes of paragraph 1.a. of SECTION I – COVERAGE, A. Insuring Agreement, if during the **policy period** or any applicable Extended Reporting Period under SECTION VI – EXTENDED REPORTING PERIODS, the Insured gives written notice to us, in accordance with SECTION VII – CONDITIONS – Item A., of a **wrongful act** likely to result in a **claim**, then any **claim** that may subsequently be made against an insured arising out of such **wrongful act** shall be deemed to have been made during the **policy period** or any applicable Extended Reporting Period hereunder.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## IEP HEARINGS AND NON-MONETARY SUPPLEMENTAL DEFENSE COSTS ENDORSEMENT

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	6
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that the policy is amended as follows:

1. **SECTION II – EXCLUSIONS**, subsection 13. is deleted in its entirety and the following is inserted:

#### 13. Non-monetary Damages, Fines or Penalties

for equitable relief or redress in any form other than money **damages** or for costs, charges, fees or expense in relation to any **claim** seeking relief or redress in any form other than money **damages**, or for the costs of the Insured's compliance with the condition of any injunctive or equitable relief, or for any fines or penalties assessed from the failure to comply with any injunctive relief.

Provided however, notwithstanding the foregoing, and subject to the other terms, conditions and exclusions of this policy:

- a. With respect to any **claim** arising out of a **wrongful employment practice**, we agree to pay for any **claims expenses** in regard to **claims** seeking relief or redress in any form other than monetary **damages**. We shall have the right, but not the duty, to investigate, or participate in the defense of, or defend any such **claim**.
- b. We will also pay up to [\$10,000] in the annual aggregate for **claims expenses** in regard to **claims** arising from **wrongful acts**, other than a **wrongful employment practice**, seeking relief or redress in any form other than monetary **damages**. We shall have the right, but not the duty, to investigate, or participate in the defense of, or defend any such **claim**. We shall only be liable to pay **claims expenses** in excess of the deductible or retention amount shown in the Declarations. Such **claims expenses** shall be outside of the Limit of Liability shown in the Declarations and will in no way serve to increase such Limit of Liability as therein provided. We shall have no obligation to pay any salary expense of an Insured.
- c. We will pay, in excess of the deductible amount shown in Item 4. of the Declarations, up to a maximum of [\$250,000] in the aggregate during the **policy period** for **claims expenses** for all **IEP Hearings**.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- **IEP Hearing** means a due process hearing:
  1. conducted by an impartial officer;
  2. arranged at the request of a parent(s) or guardian(s); and
  3. regarding an **IEP**.

- **IEP** means an individual education plan to address the special educational needs of a student with disabilities that is developed by the:
  1. educational entity; and
  2. parent(s) or guardian(s) of a student.

All other terms, conditions and limitations of this policy shall remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESEGREGATION ENDORSEMENT**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	7
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is hereby agreed that **SECTION II – EXCLUSIONS**, subsection **23**. is deleted in its entirety and the following inserted:

#### **23. Integration or Desegregation**

based upon, arising out of or resulting, directly or indirectly, from the failure to integrate or desegregate the student enrollment or failure to integrate or desegregate participation in any educational entity, school, educational or extracurricular program on the basis of race, sex, ethnic background or national origin, or for any bussing or other transportation of students to or from schools or extracurricular events, in connection with the program or plan of such integration or desegregation, or for causing or allowing the student enrollment or the participation in any educational entity, school, educational, or extracurricular program to be operated or administered on a discriminatory basis because of race, sex, ethnic background or national origin in violation of a court order.

However, notwithstanding the foregoing, with respect to any **claim** arising out of desegregation, we agree to pay up to **\$100,000** in **claims expenses** in regard to any such **claims**. We shall have the right, but not the duty, to investigate, or participate in the defense of, or defend any such **claims**. We shall only be liable to pay **claims expenses** in excess of the deductible or retention amount shown in the Declarations. Such **claims expenses** shall be outside of the Limit of Liability stated in the Declarations and will in no way serve to increase the Limit of Liability as therein provided. We shall have no obligation to pay any salary expense of an Insured.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## BREACH OF CONTRACT ENDORSEMENT

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	8
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that **SECTION II – EXCLUSIONS** is amended to add the following:

- **Breach of Contract**

based upon, arising out of or resulting, directly or indirectly, from a breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, including a contract with a student for educational services. Provided however, notwithstanding the foregoing:

- a. subject to the sub-limit of liability set forth below, this exclusion shall not apply to **claims expenses** incurred by the Insured in the defense of a **claim** that alleges a breach of contract ("**breach of contract claims**"). The maximum limit of our liability for all **claims expenses** in the aggregate arising from all **breach of contract claims** shall be **\$100,000** ("**breach of contract claim expenses sub-limit of liability**"). We shall only be liable to pay **claims expenses** in excess of the deductible or retention amount shown in the Declarations. The **breach of contract claim expenses sub-limit of liability** is in addition to the Annual Aggregate Limit of Liability stated in Item 3. of the Declarations and will in no way serve to increase such Limit of Liability as therein provided. If different parts of a single **claim** are subject to different applicable limits, the applicable limits will be applied separately to each part of such **claim expenses**; and
- b. this exclusion shall not apply to any **claim** alleging a **wrongful employment practice**.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## FIDUCIARY LIABILITY ENDORSEMENT

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	9
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that **SECTION II – EXCLUSIONS**, subsection **2. Fiduciary Liability**, is deleted in its entirety and the following is inserted:

#### 2. Fiduciary Liability

for any actual or alleged violation of any responsibility, obligation or duty imposed by:

- a. The Employee Retirement Income Security Act (ERISA);
- b. The Pension Benefit Act;
- c. The Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA); or
- d. Section 89 of the Internal Revenue Code;

or any amendments thereto, or similar provisions of any federal, state or local, statutory or common law.

However, notwithstanding the foregoing and subject to the sub-limit of liability set forth below, this exclusion shall not apply to **claims expenses** incurred by the Insured in the defense of a **claim** alleging a breach of fiduciary duty, responsibility or obligation in connection with any employee benefit or pension plan, or alleging any amount due under any fringe benefit or retirement program ("**fiduciary liability claim**"). We shall only be liable to pay such **claims expenses** in excess of the deductible or retention amount shown in the Declarations. The maximum limit of our liability for all **claims expenses** in the aggregate arising from all **fiduciary liability claims** shall be \$25,000 ("**fiduciary liability claim expenses sub-limit of liability**"). The **fiduciary liability claim expenses sub-limit of liability** shall be outside of the Limit of Liability stated in the Declarations and will in no way serve to increase the Limit of Liability as therein provided. If different parts of a single **claim** are subject to different applicable limits, the applicable limits will be applied separately to each part of such **claim expenses**.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED ENDORSEMENT (PARENT/TEACHER ORGANIZATIONS)**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	10
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is hereby agreed that **SECTION III – WHO IS AN INSURED**, is amended to include the following:

- Any Parent/Teacher Organization, Parent Teacher Association, Booster Clubs or other Parent Organizations sponsored by the Named Insured, but only for liability arising from activities performed by or on behalf of the Named Insured. Provided, however, Insured shall not include Educational Foundations.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED ENDORSEMENT (RELATED ENTITIES)**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	11
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is hereby agreed that **SECTION III – WHO IS AN INSURED**, is amended to include the following:

- Local Professional Development Committees, but only for liability arising from activities performed by or on behalf of the Named Insured and within the scope of the services contemplated by the Named Insured.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CHOICE OF COUNSEL ENDORSEMENT

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	12
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY POLICY

It is hereby agreed that the policy is amended as follows:

1. **SECTION I – COVERAGE**, subsection **B. Supplementary Payments** is amended to add the following:

• **Chosen Counsel**

With regard to any **claim** for which the Insured seeks coverage and elects not to use a panel counsel firm we provide, the Insured may make the initial selection of **chosen counsel** at such **chosen counsel's** hourly rate caps; provided, however, that any and all fees, costs, charges and billings of **chosen counsel** shall be paid and satisfied on an ongoing basis by the Insured until all applicable deductible or retention amounts have been satisfied.

As a condition precedent for payment of **claims expenses** incurred through **chosen counsel** in excess of the applicable deductible or retention amount under the policy for any **claim** for which the Insured seeks coverage, the Insured agrees that the Insured or **chosen counsel** must keep us apprised of the status of the litigation in accordance with our Litigation Management Guidelines (hereinafter, the “**guidelines**”). The Insured and **chosen counsel** also understand, agree and acknowledge, that for any services rendered by and expenses through **chosen counsel** to constitute **claims expenses**, **chosen counsel** must comply with all other applicable provisions of our current **guidelines**. Responsibility for ensuring that the **guidelines** are adhered to rests solely with the Insured, not us or **chosen counsel**. Our **guidelines** will be provided to the Insured and **chosen counsel**. The Insured understands that the **guidelines** contain reasonable and necessary reporting and billing procedures to be followed by **chosen counsel**, including, but not limited to:

- a. development of a litigation plan and litigation budget;
- b. acceptable rates for services;
- c. our pre-approval before designated legal services are provided; and
- d. our required format for submitting fees and charges to us.

The **guidelines** also require that **chosen counsel** work closely and communicate regularly with the assigned claims professional in coordinating defense efforts and that **chosen counsel** apprise us on a regular and timely basis as to significant case developments.

In the event that **chosen counsel** is unable to represent the Insured due to: (1) a venue or jurisdictional issue; (2) an actual conflict of interest; or (3) other circumstances in which the use of other counsel is both reasonable and necessary, we shall consult with the Insured and jointly agree upon such other counsel who will defend the Insured in such matter. If we are unable to agree with the Insured upon selection of defense counsel, we shall select defense counsel.

Fees, costs, charges and billings incurred through any law firm or other service provider, other than the Insured's **chosen counsel** or a firm that we consented to or selected, shall not be recoverable under this policy as **claims expenses**.

The Insured shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment or incur any **claims expenses** without our prior written consent. Only those settlements, stipulated judgments and **claims expenses** to which we have consented shall be recoverable under the terms of this policy.

2. Solely with respect to the coverage provided by this endorsement, **SECTION VIII – DEFINITIONS** is amended to add the following:

- **Chosen counsel** means any of the following law firms for eligible **Claims**:

Eligible for any **Claims**:

Engler, Callaway, Baasten & Sraga LLC  
2215 York Road, Suite 111  
Oak Brook, IL 60523  
Telephone: (630) 313-4750  
Fax: (630) 756-5340

Scariano, Himes, & Petrarca  
Two Prudential Plaza, Suite 3100  
180 North Stetson  
Chicago, Illinois 60601-6714  
Telephone: (312) 565-3100

Eligible for **Claims** that are not **Wrongful Employment Practices**:

Robbins, Schwartz, Nicholas, Lifton, and Taylor  
20 N. Clark Street, Suite 900  
Chicago, Illinois 60602-4115  
Telephone: (312) 332-7760  
Fax: (312) 332-7768

Kriha Boucek  
2 TransAm Plaza Dr., Suite 450  
Oakbrook Terrace, IL 60181  
Telephone: 630-394-3790

Eligible for **Claims** that are **Wrongful Employment Practices** only:

Franczek, P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606  
Telephone: (312) 986-0300

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SEXUAL ABUSE EXCLUSION**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	13
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is hereby agreed that the policy is amended as follows:

1. **SECTION II – EXCLUSIONS** is amended to add the following:

- **Sexual Abuse**

Any **claim** based upon or arising out of actual or alleged **sexual abuse** of any person by any person. **Damages** or **claims expenses** associated with such **claim** are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- **Sexual abuse** means any actual, attempted, or alleged sexual misconduct of a person by another person, or persons acting in concert, which causes physical or mental injuries. **Sexual abuse** includes sexual molestation, sexual assault, and sexual exploitation. **Sexual abuse** does not include **sexual harassment**.

- **Sexual harassment** means any actual or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which cause physical and/or mental injuries:

1. when submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
2. when such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile, or offensive work environment.

**Sexual harassment** does not include **sexual abuse**.

3. **SECTION VIII – DEFINITIONS**, subsection **J. Wrongful Employment Practices** is deleted and replaced by the following:

**J. Wrongful Employment Practice(s)** means:

1. employment related discrimination in connection with hiring, promotion, advancement or opportunity demotion, discipline, pay, or termination on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation, marital status, or pregnancy, or any conduct that violates any federal, state, or local law prohibiting employment discrimination;

2. **Sexual harassment**; or

3. any of the following employment related acts so long as they arise from the acts described in paragraphs **J.1** and **J.2** above: misrepresentation, invasion of privacy, defamation, retaliation, negligent infliction of emotional distress, wrongful discipline, negligent evaluation, negligent hiring, or negligent supervision.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## NAMED INSURED RETENTION AND POOL MAINTENANCE RETENTIONS ENDORSEMENT

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-5
<b>Endorsement Number:</b>	14
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is hereby agreed that the policy is amended as follows:

1. Item 4. on the Declarations is deleted in its entirety and replaced with the following:

#### ITEM 4. A. Retention Per Named Insured Entity:

(1) each <b>Non-EPL Claim:</b>	See Endorsement #4
(2) each <b>EPL Claim:</b>	See Endorsement #4

#### B. Pool Maintenance Retention

(1) each <b>Non-EPL Claim:</b>	\$150,000
(2) each <b>EPL Claim:</b>	\$150,000

Loss Fund Aggregate	
Aggregate Excess Limit	\$2,000,000

2. **SECTION I – COVERAGE**, subsection **B. Supplementary Payments** is deleted in its entirety and the following inserted:

#### B. Supplementary Payments

1. Until the Insured has paid either **damages** or **claims expenses** that equal the Retention per Named Insured Entity shown in Item 4. of the Declarations, or the Schedule of Participating members (Retention) if attached, the insured has the right to appoint defense counsel, subject to our written consent and approval, to defend a covered **claim** even if any of the allegations of the claim are groundless, false or fraudulent. Such counsel will be paid at our agreed hourly rates. Upon payment by the Insured for either **damages** or **claim expenses** that equal ad exhaust the Retention, we then have the right to appoint counsel of our choice for the defense of any such **claim**.

When the Insured has exercised its right to appoint counsel, the Insured or counsel will provide us with status reports and other relevant information about the claim upon our request.

2. After satisfaction of the Retention per Named Insured Entity shown in Item 4. of the Declarations by payment of **damages** or **claims expenses**, we will pay, in addition to the applicable Limits of Liability, with respect to any **claim** we defend:

- a. **claims expenses** we incur;
- b. premiums on appeal bonds in any such **claim** and the cost of bonds to release attachments, but only for bond amounts not exceeding an amount equal to the Limit of Liability. We do not have an obligation to furnish any such bonds;
- c. all reasonable expenses incurred by any Insured at our request to assist us in the investigation or defense of the **claim**, including actual loss of earnings up to \$100 a day because of time off from work; and
- d. all costs taxed against the Insured in the **suit**.

3. **SECTION V – DEDUCTIBLE** is deleted in its entirety and the following inserted:

#### **SECTION V – RETENTION**

Subject to the Limits of Liability, we shall only be liable for those **damages** and **claims expenses** in excess of the retention amount stated in Item 4. of the Declarations.

1. With respect to a **claim** arising from a **Wrongful Employment Practice(s)**, the amount shown in Item 4.A.(2) of the Declarations as the each **EPL Claim** retention shall apply to such **claim**.

With respect to any **claim** other than a **claim** arising from a **Wrongful Employment Practice(s)**, the amount shown Item 4.A.(1) of the Declarations as the each each **Non-EPL Claim** retention shall apply to such **claim**.

In the event a **claim**, triggers more than one retention amount, then, as to that **claim**, the highest of such retention amounts shall be deemed the retention amount applicable to **claims expenses** and/or **damages** arising from such **claim**.

The retention shall apply to each **claim** for a **wrongful act** or related **wrongful acts** and shall be borne by the Named Insured and remain not covered. We may direct the Named Insured to make full or partial payment to of the retention to others.

2. The amounts set forth under Pool Maintenance Retention in Item 4.B. of the Declarations are the applicable retention amounts for which the pool is responsible.

Subject to the Limit of Liability, exclusions and other terms of this policy, we shall only be liable for those **damages** and **claim expenses** which are in excess of:

- a. The applicable Retention Per Named Insured Entity amount stated under A.(1) or A.(2) of Item 4. of the Declarations; plus
- b. The applicable Pool Maintenance Retention amount stated in either B.(1) or B.(2) of Pool Maintenance Retention in Item 4. of the Declarations

Each retention shall apply to each **wrongful act** and shall be paid by the appropriate Named Insured (with respect to the retention amounts set forth in (1) and (2) of Retention Per Named Insured in Item 4.A. of the Declarations) and the pool (with respect to the retention amounts set forth in (1) and (2) of Pool Maintenance Retention in Item 4.B. of the Declarations). Accordingly, we shall have no obligation whatsoever under this policy to pay **damages** or **claim expenses** unless and until:

- (1) The appropriate Named Insured has paid the applicable amount set forth in either (1) or (2) of the Retention Per Named Insured in Item 4.A. of the Declarations; and
- (2) The pool has paid the applicable amount set forth in (1) or (2) of the Pool Maintenance Retention in Item 4.B. of the Declarations.

Each and every retention amount under this policy shall remain uninsured.

Notwithstanding the foregoing, at such time as the total amounts paid as Pool Maintenance Retentions under this policy exceed the Loss Fund Aggregate amount set forth in Item 4. of the Declarations, then, subject to the exhaustion of the Aggregate Excess Limit set forth in Item 4. of the Declarations, it is understood and agreed that only the applicable retention amounts set forth in either (1) or (2) of Retention Per Named Insured in Item 4.A. of the Declarations shall apply after such time.

Once the Loss Fund Aggregate set forth in Item 4. of the Declarations has been satisfied by the payment of Pool Maintenance Retentions, the amounts set forth in Item 4.B.(1) and 4.B.(2) of the Declarations shall not apply to any **wrongful act** until we have paid **damages** or **claim expenses** in an amount equaling the Aggregate Excess Limit set forth in Item 4. of the Declarations. Once we have paid **damages** or **claim expenses** in an amount that equals the Aggregate Excess Limit set forth in Item 4. of the Declarations, it is understood and agreed that the applicable Retention Per Named Insured Entity and applicable Pool Maintenance Retention set forth in Items 4.A. and 4.B. of the Declarations, respectively, shall apply to each and every **wrongful act** thereafter.

4. It is further agreed and understood that, throughout the policy, the word "deductible" is deleted and replaced by the word "retention".

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FIXED WORKS EXCLUSION

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	15
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is agreed that the policy is amended as follows:

1. **SECTION II – EXCLUSIONS** is amended to add the following:

- **Fixed Works**

Any **claim** alleging, arising out of or resulting, directly or indirectly, from:

- the publication, in a digital or digitized format, of **fixed works**; or
- infringement upon any actual or alleged right to control:
  - the creation of compilations of any **fixed work**; or
  - publication of component parts of **fixed work**, including individual compositions from an album or compact disk or a combination of compositions consisting of some, but not all, of the original **fixed work**.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- **Fixed Works** means audiovisual works, copies, literary works, motion pictures, phonorecords, pictorial, graphic and sculptural works, sound recordings, works of visual art, lesson plans, or course packs.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ALTERNATIVE DISPUTE RESOLUTION**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	16
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is agreed that the **SECTION VII – CONDITIONS** is amended to add the following:

- **Alternative Dispute Resolution Process**

It is hereby understood and agreed that all disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **damages** and **claims expenses**, must first be submitted to the non-binding mediation process as set forth in this Condition.

The non-binding mediation will be administered by any mediation facility to which we and you mutually agree, in which we and all implicated Insureds shall try in good faith to settle the dispute by mediation in accordance with the American Arbitration Association's ("AAA") then-prevailing Commercial Mediation Rules. The parties shall mutually agree on the selection of a mediator. The mediator shall have knowledge of the legal, corporate management, or coverage issues relevant to the matters in dispute. The mediator shall also give due consideration to the general principals of the law of your state in the construction or interpretation of the provisions of this policy. In the event that such non-binding mediation does not result in a settlement of the subject dispute or difference:

- (a) either party shall have the right to commence a judicial proceeding; or
- (b) either party shall have the right, with all other parties consent, to commence an arbitration proceeding with the AAA that will be submitted to an arbitration panel of three (3) arbitrators as follows: (i) the Insured shall select one (1) arbitrator; (ii) we shall select one (1) arbitrator; and (iii) said arbitrators shall mutually agree upon the selection of the third arbitrator. The arbitration shall be conducted in accordance with the AAA's then prevailing Commercial Arbitration Rules.

provided, however, that no such judicial or arbitration proceeding shall be commenced until at least 90 days after the date the non-binding mediation shall be deemed concluded or terminated. Each party shall share equally the expense of the non-binding mediation.

The non-binding mediation may be commenced in your state. You shall act on behalf of each and every Insured in connection with any non-binding mediation under this Condition, the selection of arbitration or judicial proceedings and/or the selection of mediators or arbitrators.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FAILURE OF SECURITY AND ACCESS OR DISCLOSURE OF PRIVATE INFORMATION EXCLUSION ENDORSEMENT**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	17
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is agreed that the policy is amended as follows:

1. **SECTION II – EXCLUSIONS** is amended to add the following:

- **Failure of Security and Access or Disclosure of Private Information**

Any **claim** based upon, arising out of, in consequence of, or in any way involving:

- a **Failure of Security**; or
- wrongful access or disclosure of **Private Information**.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- **Failure(s) of Security** means:

1. the actual failure and inability of the security of your computer system to mitigate loss from or prevent a computer attack; or
2. physical theft of hardware or firmware controlled by you (or components thereof) on which electronic data is stored, by a person other than an Insured, from a premises occupied and controlled by you.

- **Private Information** means any confidential or personally identifiable information.

All other terms and conditions of this policy remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPOUSAL, DOMESTIC PARTNER AND LEGAL REPRESENTATIVE COVERAGE EXTENSION ENDORSEMENT

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	18
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

It is agreed that the policy is amended as follows:

1. **SECTION I – COVERAGE** is amended to add the following:

- Subject otherwise to the terms hereof, this policy shall cover **claims** made against the estate, heirs, or legal representatives of deceased individual Insureds, and the legal representatives of individual Insureds in the event of an individual Insured's incompetency, insolvency or bankruptcy, who were Insureds at the time the commission of **wrongful acts** upon which such **claims** are based.

Subject otherwise to the terms hereof, this policy shall cover **claims** made against the lawful spouse or **domestic partner** of an individual Insured for all **claims** arising solely out of his or her status as the spouse or **domestic partner** of an individual Insured, including a **claim** that seeks damages recoverable from marital community property, property jointly held by the individual Insured and the spouse or **domestic partner**, or property transferred from the individual Insured to the spouse or **domestic partner**; provided, however, that this extension shall not afford coverage for any **claim** for any **wrongful act** of the spouse or **domestic partner**, but shall apply only to **claims** arising out of the **wrongful acts** of an individual Insured, subject to the coverage document's terms, conditions and exclusions.

2. **SECTION VIII – DEFINITIONS** is amended to add the following:

- Domestic partner** means any natural person legally recognized as a domestic or civil union partner under: (1) the provisions of any applicable federal, state, or local law; or (2) the provisions of any formal program established by you.

All other terms and conditions of this policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WHO IS AN INSURED AMENDMENT ENDORSEMENT INDEPENDENT CONTRACTORS**

<b>Named Insured:</b>	Participating Members of the Collective Liability Insurance Cooperative (CLIC)
<b>Policy Number:</b>	QEL01010-05
<b>Endorsement Number:</b>	19
<b>Effective Date of Endorsement:</b>	7/1/2021
<b>Name of Company:</b>	QBE Insurance Corporation

This endorsement modifies insurance provided under the following:

### **EDUCATORS LEGAL AND EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY**

It is hereby agreed that **SECTION III – WHO IS AN INSURED** is amended to include the following:

- Any independent contractor performing services as a teacher or administrator if such independent contractor has a written contract with a Named Insured and any schools under the jurisdiction of such a Named Insured while in the performance of the educational activities of the Insured.

All other terms and conditions of this policy remain unchanged.

## VERIFICATION CERTIFICATE FOR INDEFINITE TERM SURETY BOND

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THIS IS TO CERTIFY that Bond No. 404016106 issued by Liberty Mutual Insurance Company dated this 29 day of June , 2015, in the amount of Twenty Nine Million Five Hundred Thousand Dollars and 00/100 Dollars (\$29,500,000.00), on behalf of Catherine A. Nelson (as Principal), and in favor of Crystal Lake Elementary School District 47 (as Obligee) , covers a term which began on the 1 day of July , 2015, and ends only with the cancellation of said bond or other legal termination thereof; and that the said bond remains in effect, subject to all its agreements, conditions and limitations.

Signed, sealed and dated **07/01/2021**

Liberty Mutual Insurance Company

BY: *Jodie Sellers*  
Jodie Sellers  
Attorney-in-Fact

7/1/2021-2022

\*Use current or renewal date.

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