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POLICY DOCUMENT

S 212860806

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Issued by The Stock Insurance Company

Policy Number
S 2128608

Schedule Effective Date: JULY 15, 2020

CHARTER SCHOOL

COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JULY 15, 2020

Schedule Effective Date JULY 15, 2020

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMON COVERAGE PART:

IL 70 25	1189	COMMERCIAL POLICY COMMON DECLARATION
IL 70 36	0193	SCHEDULE OF LOCATIONS
IL 00 03	0908	CALCULATION OF PREMIUM
IL 00 17	1198	COMMON POLICY CONDITIONS
IL 00 21	0908	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 70 72	1219	GA CHANGES - CANC AND NONRENEWAL
IL 70 97	0915	PRIVATE ED INSTIT PART ENDSMT
IL 89 48	0818	EXCLUSION-LEAD HAZARD
IL 89 56	0818	ASBESTOS EXCLUSION

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL PROPERTY COVERAGE PART:

CP 70 26	0617	COMMERCIAL PROP DEC
CP 00 10	1012	BUILDING & PERSONAL PROPERTY COVERAGE FM
CP 00 30	1012	BUSINESS INCOME COVERAGE (W/EX EXP)
CP 00 90	0788	COMMERCIAL PROPERTY CONDITIONS
CP 01 31	0120	GEORGIA CHANGES
CP 01 40	0706	EXCL OF LOSS DUE TO VIRUS OR BACTERIA
CP 04 11	1012	PROTECTIVE SAFEGUARDS
CP 10 30	0917	CAUSES OF LOSS-SPECIAL FORM
CP 15 25	1012	BUSINESS INCOME CHANGES EDUCATIONAL INST
CP 15 32	0607	CIVIL AUTHORITY CHANGE(S)
CP 75 51	0511	SYSTEMS POWER PAC
CP 76 13	0513	CRISIS RESPONSE COVERAGE
CP 76 27	0513	CRISIS RESPONSE COVERAGE-GA CHANGES
CP 76 30	0116	ELITEPAC PROPERTY EXT END
CP 76 48	0116	SCHOOLS ELITEPAC PROP EXT END
CP 76 49	0116	ELITEPAC SCHEDULE - SCHOOLS
CP 76 64	0116	ACCOUNTS RECEIVABLE COVERAGE ENDORSEMENT
CP 76 66	0116	COMMUNICATIONS EQUIPMENT COVERAGE END
CP 76 67	0116	ELECTRONIC INFORMATION SYSTEMS COVER END
CP 76 68	0116	FINE ARTS COVERAGE ENDORSEMENT
CP 76 69	0116	INSTALLATION PROPERTY COVERAGE END
CP 76 70	0116	MOBILE EQUIPMENT COVERAGE END
CP 76 71	0116	PERSONAL EFFECTS COVERAGE END
CP 76 72	0116	PROPERTY IN TRANSIT COVERAGE END
CP 76 73	0116	SALESPERSONS SAMPLES COVERAGE END
CP 76 74	0116	TOOLS AND EQUIPMENT COVERAGE END
CP 76 75	0116	VALUABLE PAPERS COVERAGE END
IL 00 17	1185	COMMON POLICY CONDITIONS
IL 02 62	0215	GEORGIA CHANGES-CANCELLATION&NONRENEWAL
IL 09 52	0115	CAP ON LOSS FROM CERT ACTS OF TERRORISM
IL 09 99A	0115	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG 70 35	0690	COMMERCIAL LIABILITY COVG DECLARATION
CG 00 01	0413	CGL COV FORM (OCCURRENCE)
CG 04 35	1207	EMPLOYEE BENEFITS LIAB COVERAGE
CG 20 33	0704	ADDL INSD OWNERS, LESSEES OR CONTRACTORS
CG 21 06	0514	EXCL ACCESS DISCL CONF PERS INF-W/LIM BI
CG 21 47	1207	EMPLOYMENT-RELATED PRACTICES EXCL
CG 21 70	0115	CAP ON LOSSES FROM CERT ACTS OF TERROR
CG 22 67	1093	CORPORAL PUNISHMENT
CG 25 04	0509	DESIGNATED LOCATION(S) GENERAL AGG LIMIT

NOTICE TO POLICYHOLDER: All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

NOTE: All applicable "IL" endorsements will be attached in the Common Section of the policy.

COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JULY 15, 2020

Schedule Effective Date JULY 15, 2020

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG 32 01	1204	GA LIMITED FUNGI BACTERIA COV-SMALL BUS
CG 73 00	0119	ELITEPAC GL EXT END
CG 73 08	0719	SCHOOLS ELTEPAC GL EXT END
CG 74 00	0719	COLLEGES OR SCHOOLS (LIMITED FORM)
CG 79 35A	0708	PRODUCT RECALL EXPENSE COV ENDT
CG 79 97	1116	GENERAL AGGREGATE LIMIT PER PROJECT
CG 80 29	0610	ABUSE OR MOLESTATION LIAB COV EXCL
IL 02 62	0215	GEORGIA CHANGES-CANCELLATION&NONRENEWAL
IL 09 99A	0115	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
BUSINESS AUTOMOBILE COVERAGE PART:

CA 70 57	0292	AUTO DEC -LOSS PAYEE
CA 70 58	0292	BUSINESS AUTO COVERAGE DECLARATION PAGE2
CA 00 01	1013	BUSINESS AUTO COVERAGE FORM
CA 01 09	1013	GA CHANGES
CA 04 42	1013	EXCL FED EMPLOYEES USING AUTO IN GOV BUS
CA 20 54	1013	EMPLOYEE HIRED AUTOS
CA 24 02	1013	PUBLIC TRANSPORTATION AUTOS
CA 31 37	1013	GA UNINSURED MOTORIST ADD-ON FAULT FORM
CA 70 38A	0818	PHYSICAL DAMAGE COVERAGE
CA 77 74	0706	LIMITED MOBILE EQUIPMENT COVERAGE
CA 78 09	1117	ELITEPAC COMMERCIAL AUTO EXT END
CA 78 11	0116	SCHOOLS ELITEPAC AUTO EXT END
CA 78 20	0116	COMM AUTO ELITEPAC SCH - SCHOOLS
CA 80 23	0610	ABUSE OR MOLESTATION LIAB COV EXCL
CA 99 03A	1013	AUTO MEDICAL PAYMENTS COVERAGE
IL 02 62	0215	GEORGIA CHANGES-CANCELLATION&NONRENEWAL

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL INLAND MARINE COVERAGE PART:

CM 70 71	0794	COMMERCIAL INLAND MARINE DECLARATIONS
CM 71 00	0310	ELECTRONIC INFORMATION SYSTEMS SUPPL DEC
CM 00 01	0904	COMMERCIAL IM CONDITIONS
CM 01 42	0120	GEORGIA CHANGES
CM 71 01	0310	ELECTRONIC INFO SYS COVERAGE FORM
CM 71 99	0315	INLAND MARINE PREMIER PAC
CM 72 00	0112	LIBERALIZATION
CM 72 36	0118	GA AMENDATORY ENDORSEMENT
IL 02 62	0215	GEORGIA CHANGES-CANCELLATION&NONRENEWAL
IL 09 52	0115	CAP ON LOSS FROM CERT ACTS OF TERRORISM
IL 09 99A	0115	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL UMBRELLA COVERAGE PART:

CX 00 03A	0199	COMMERCIAL EXCESS/UMBRELLA DEC
CXL 4	0403	COMMERCIAL UMBRELLA LIAB COVG
CXL 17	1099	ASBESTOS EXCLUSION
CXL 63A	0199	PROPERTY OF OTHERS EXCLUSION
CXL 74A	0199	TRAMPOLINE EXCLUSION
CXL 104A	0403	CORPORAL PUNISHMENT LIMITATION
CXL 119	1019	WATERCRAFT LIABILITY LIMITATION
CXL 132	0403	PERSONAL & ADVERTISING INJURY LIAB

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COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: JULY 15, 2020

Schedule Effective Date JULY 15, 2020

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL UMBRELLA COVERAGE PART:

CXL 169	0403	GA CHANGES-CANCELLATION & NONRENEWAL
CXL 178A	1115	SCHOOL AMENDATORY ENDORSEMENT
CXL 211	0403	EMPLOYEE BENEFITS LIABILITY LIMITATION
CXL 318	0403	EXCLUSION - LEAD HAZARD
CXL 338B	0804	SCHEDULED POLICY FOLLOWING FORM-LIAB COV
CXL 374A	0403	ADMINISTRATIVE HEARING
CXL 383	0702	FUNGI OR BACTERIA EXCLUSION
CXL 388	0115	CAP ON LOSSES FROM CERT ACTS OF TERR
CXL 400	0403	NUCLEAR ENERGY LIABILITY EXCLUSION END
CXL 425	0610	ABUSE OR MOLESTATION LIAB COV EXCL
CXL 462	1115	COMMERCIAL UMBRELLA LIABILITY
IL 09 99A	0115	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
ABUSE OR MOLESTATION COVERAGE PART:

AM 00 07	0610	ABUSE OR MOLESTATION OCCUR LIAB COV DEC
AM 00 01	0610	ABUSE OR MOLESTATION LIAB COV PART
AM 00 02	0610	INNOCENT EMPLOYEE VOLUNTEER
AM 00 31	0115	CAP ON LOSSES FROM CERT ACTS OF TRSM
AM 00 37	0519	ADDL INSURED - AUTOMATIC STATUS
AM 01 01GA	0320	DEFINITION OF DAMAGES AMENDED
IL 09 99A	0115	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
COMMERCIAL CRIME FIDELITY COVERAGE PART:

CR 70 26	0292	COMMERCIAL CRIME COVERAGE DECLARATION
CR 00 21	0506	COMMERCIAL CRIME COVERAGE FORM
CR 01 32	0702	GA CHANGES-CONCEALMENT MISREP OR FRAUD
CR 70 36	0116	ERISA INFLATION GUARD ENDORSEMENT
CR 79 30	0116	SCHOOLS CRIME ELITEPAC END
IL 02 62	0215	GEORGIA CHANGES-CANCELLATION&NONRENEWAL
IL 09 35	0702	EXCL OF CERTAIN COMPUTER-RELATED LOSSES
SCR 25 47	0917	U.S.DEPT OF LABOR-ERISA PLAN COVERAGE

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE
SCHOOL BOARD LEGAL LIABILITY COVERAGE PART:

SC 00 10	0609	SCHOOL BOARD LEGAL LIAB COV DEC
IL 09 99A	0115	DISCL PURSUANT TO TERR RISK INS ACT
SC 00 01	0515	SCHOOL BOARD LEGAL LIAB COV FORM
SC 18 00	0515	EDUCATORS LEGAL NON-MONETARY SUIT COSTS
SC 32 00	0609	HARASSMENT EXCLUSION
SC 35 05	0515	LOSS OF WAGES ENDORSEMENT
SC 35 06	0609	PROFESSIONAL LIABILITY EXCL
SC 35 08	0709	LIMITED CIVIL LEGAL EXPENSE
SC 35 09	0609	LAW ENFORCEMENT EXCLUSION
SC 35 10	0515	EXCLUSION-PRIOR AND PENDING LITIGATION
SC 35 13	0515	EMPL PRACTICES NON-MONETARY SUIT COSTS
SC 70 66	0115	CAP ON LOSSES FROM CERT ACTS OF TERR

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

POLICY NUMBER: S 2128608

IL 09 99 01 15

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY 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 POLICY.

SCHEDULE

SCHEDULE — PART I

Terrorism Premium (Certified Acts)

(A) Premium through end of year (12/31/20) \$109

**(B) Estimated Premium beyond the date specified \$125
above**

(Refer to Paragraph D. in this endorsement.)

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

S 2128608

Additional information, if any, concerning the terrorism premium:

SCHEDULE — PART II

Federal share of terrorism losses 80% Year: 2020

(Refer to Paragraph B. in this endorsement.)

Federal share of terrorism losses _____ % Year: 20 ____

(Refer to Paragraph B. in this endorsement.)

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

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

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

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

D. Possibility Of Additional Or Return Premium

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

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

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

Previous Policy Number
S 2128608

Policy Number
S 2128608

COMMERCIAL PROPERTY COVERAGE DECLARATION

Policy Effective Date: JULY 15, 2020

Coverage Effective Date: JULY 15, 2020

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule

Coverage — Scheduled Locations

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Cause of Loss	Coins	Deductible	Valuation	Inflation Guard
1	1	BPP INCL STOCK	\$527,365	SPECIAL	80%	\$1,000	RC	

Coverage — Blanket Locations

Prem. No.	Bldg. No.	Coverage	Rating Value	Covered Cause of Loss	Coins	Deductible	Valuation	Inflation Guard	Blanket ID #
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Business Income

Prem. No.	Bldg. No.	Coverage Type	Limit of Insurance	BI Waiting Period (hrs)	Coins	Monthly Limit of Indemnity	Max Period of Indemnity	Extended Period of Indemnity	Blanket ID #
1	1	BI INCLUDING RV	\$550,000	72	100% AGRD				

Blanket Coverage

Blanket ID #	Blanket Group	Total Blanket Limit
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Extra Expense

Prem. No.	Bldg. No.	Limit of Insurance	Monthly Limitation	Prem. No.	Bldg. No.	Limit	Monthly Limitation
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Forms and Endorsements:

Refer to “Commercial Policy Forms and Endorsement Schedule”

Premium Amount
\$1,182.00

(This premium may be subject to adjustment)

PROTECTIVE SAFEGUARDS

POLICY NUMBER: S 2128608

COMMERCIAL PROPERTY
CP 04 11 10 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

Premises Number	Building Number	Protective Safeguards Symbols Applicable
1	1	P-2, P-9
Describe Any "P-9": 1 1 CENTRAL STATION BURGLAR ALARM		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. The following is added to the Commercial Property Conditions:

Protective Safeguards

- As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
- The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- Any automatic fire protective or extinguishing system, including connected:
 - Sprinklers and discharge nozzles;
 - Ducts, pipes, valves and fittings;
 - Tanks, their component parts and supports; and
 - Pumps and private fire protection mains.
- When supplied from an automatic fire protective system:
 - Non-automatic fire protective systems; and
 - Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

- Connected to a central station; or
- Reporting to a public or private fire alarm station.

"P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

"P-4" Service Contract with a privately owned fire department providing fire protection service to the described premises.

"P-5" Automatic Commercial Cooking Exhaust And Extinguishing System installed on cooking appliances and having the following components:

- Hood;
- Grease removal device;
- Duct system; and
- Wet chemical fire extinguishing equipment.

"P-9", the protective system described in the Schedule.

B. The following is added to the **Exclusions** section of:

Causes Of Loss - Basic Form

Causes Of Loss - Broad Form

Causes Of Loss - Special Form

Mortgageholders Errors And Omissions Coverage
Form

Standard Property Policy

We will not pay for loss or damage caused by or
resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

BUSINESS INCOME CHANGES — EDUCATIONAL INSTITUTIONS

POLICY NUMBER: S 2128608

COMMERCIAL PROPERTY
CP 15 25 10 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

SCHEDULE

Premises Number: 001 001 Description Of Each School Term In An Annual Period: REFER TO PUBLISHED SCHOOL CALENDAR Limited Coverage ☐ Extension Of Recovery Period Option months
Premises Number: Description Of Each School Term In An Annual Period: Limited Coverage ☐ Extension Of Recovery Period Option months
Premises Number: Description Of Each School Term In An Annual Period: Limited Coverage ☐ Extension Of Recovery Period Option months
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The **Definition** of "period of restoration" is replaced by the following:

3. "Period of restoration" means the period of time that:

a. Begins:

(1) 72 hours after the time of direct physical loss or damage for Business Income coverage; or

(2) Immediately after the time of direct physical loss or damage for Extra Expense coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the earlier of:

- (1) The day before the opening of the next school term following the date when, with reasonable speed and similar quality, the property at the described premises should be repaired, rebuilt or replaced; or
- (2) The date when the school term is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

B. The Additional Coverage - Extended Business Income is replaced by the following. However, if the Extension Of Recovery Period Option applies, in accordance with Section C. of this endorsement, then the Extended Business Income Coverage does not apply.

d. Extended Business Income

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you sustain during the school term following the date the property is actually repaired, rebuilt or replaced, if that date is 60 days or less before the scheduled opening of the next school term.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

C. If the Extension Of Recovery Period Option is indicated as applicable in the Schedule, then the following applies (instead of the Extended Business Income Coverage in Section B. of this endorsement):

Extension Of Recovery Period

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you sustain during the number of months (as indicated in the Schedule) following the end of the "period of restoration".

However, the Extension Of Recovery Period does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Causes of Loss.

D. If Limited Coverage is indicated by an "X" or other notation in the Schedule, the definition of "operations" is replaced by the following:

"Operations" means:

- a. Your business activities, occurring at the described premises, which generate tuition and related fees from students, including fees from room, board, laboratories and other similar sources.

"Operations" does not include:

- (1) Bookstores;
- (2) Athletic events;
- (3) Activity related to research grants; or
- (4) Business activities other than those which generate tuition and related fees from students.

- b. The tenantability of the described premises, if coverage for Business Income including "Rental Value" or "Rental Value" applies.

CIVIL AUTHORITY CHANGE(S)

POLICY NUMBER: S 2128608

COMMERCIAL PROPERTY
CP 15 32 06 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Schedule Part A Coverage Period (Number Of Days)	Schedule Part B Radius (Number Of Miles)
ALL	ALL		5 MILES
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Coverage Period

Under the Additional Coverage — Civil Authority, the four-week coverage period is replaced by the number of days indicated in Part **A** of the Schedule, subject to all other provisions of that Additional Coverage. If there is no entry in Part **A** of the Schedule, the four-week coverage period continues to apply, subject to all other provisions of the Additional Coverage — Civil Authority.

B. Radius

The Additional Coverage — Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. Such one-mile radius is replaced by the number of miles indicated in Part **B** of the Schedule, subject to all other provisions of that Additional Coverage. If there is no entry in Part **B** of the Schedule, the one-mile radius continues to apply, subject to all other provisions of the Additional Coverage — Civil Authority.

- C. The coverage provided under this endorsement does not increase the applicable Limit of Insurance.

CRISIS RESPONSE COVERAGE

POLICY NUMBER:

COMMERCIAL PROPERTY
CP 76 13 05 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

CRISIS INCIDENT BUSINESS INCOME (AND EXTRA EXPENSE)	Any One Crisis Incident At Any One Covered Location All Crisis Incidents At Any One Covered Location In Any One Policy Period
CRISIS INCIDENT COUNSELING EXPENSE	Any One Crisis Incident At Any One Covered Location All Crisis Incidents At Any One Covered Location In Any One Policy Period

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

A. CRISIS INCIDENT BUSINESS INCOME (AND EXTRA EXPENSE)

1. Crisis Incident Business Income

- a. We will pay for the actual loss of "crisis incident business income" you sustain due to the necessary "suspension" of your "operations" during the "crisis incident period of restoration". The "suspension" must be caused by a "covered crisis incident" at a "covered location". Coverage applies to loss sustained at the "covered location" where the "covered crisis incident" occurred.
- b. If the necessary "suspension" of your "operations" caused by or resulting from the "covered crisis incident" produces a "crisis incident business income" loss payable under this policy, we will pay for the actual loss of business income you sustain during the policy period that:

- (1) Begins on the date "operations" are resumed or tenability of the covered location is returned to its pre-loss level; and

(2) Ends on the earlier of:

- (a) The date you could restore your "operations" with reasonable speed, to the level that would generate business income comparable to the level that would have existed had no "covered crisis incident" occurred; or
 - (b) The date you could have restored the covered premises with reasonable speed to a level that would have generated the rental income that would have existed if the "covered crisis incident" had not occurred; or
 - (c) Thirty (30) consecutive days after the date determined in (2)(a) above.
- c. Coverage will begin after a twenty-four (24) hour Waiting Period and end the earlier of the date your "operations" is restored to its pre-loss condition; or sixty (60) consecutive days after the "covered crisis incident".

2. Crisis Incident Extra Expense

a. We will pay "Crisis Incident Extra Expense" (other than the expense to repair or replace property) you incur during the "crisis incident period of restoration" caused by or resulting from a "covered crisis incident" to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the "covered location" or at replacement or temporary location, including relocation expenses and costs to equip and operate the replacement location or temporary location; or
- (2) Minimize the "suspension" of business if you cannot continue "operations".

Coverage applies to expenses incurred at the "covered location" where the "covered crisis incident" occurred.

b. This coverage will end the earlier of:

- (1) The date your "operations" is restored to a condition similar to that which would have existed had there been no "covered crisis incident"; or
- (2) Sixty (60) consecutive days after the "covered crisis incident".

c. We will not pay for the following under "Crisis Incident Extra Expense":

- (1) The base salary of employees responsible for public relations or communications functions for you;
- (2) Retainers or other on-going contracted fees from a Public Relations or Communications Organization in effect at the time of the "covered crisis incident";
- (3) Ransom payments; or
- (4) Fines or penalties.

d. No deductible applies to "Crisis Incident Extra Expense".

e. Limits for Crisis Incident Business Income (And Extra Expense)

The most we will pay for loss:

- (1) In any one "covered crisis incident" at any one "covered location"; and

- (2) In any one policy year for All Crisis Incidents at any one "covered location",

is the applicable Limit of insurance in the Schedule.

If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss sustained during the policy period. With respect to an incident which begins in one policy period and continues or results in additional loss in subsequent policy period(s), all loss is deemed to be sustained in the policy period in which it occurs.

B. OFF-PREMISES CRISIS INCIDENT EXTRA EXPENSE

1. We will pay "Off-Premises Crisis Incident Extra Expense" you incur because of "covered crisis incidents" away from the "covered location" for up to (60) consecutive days after the "covered crisis incident".

2. The most we will pay for "Off-Premises Crisis Incident Extra Expense" in any one policy year is \$15,000, regardless of the number of "covered crisis incidents" or "covered locations". This limit is in addition to the Limits of Insurance shown in the Schedule of this endorsement.

3. We will not pay for the following under "Off-Premises Crisis Incident Extra Expense":

- a. The base salary of your employees responsible for public relations or communications functions;
- b. Retainers or other on-going contracted fees from a Public Relations or Communications Organization in effect at the time of the "Covered Crisis Incident";
- c. Ransom payments; or
- d. Fines or penalties.

4. No deductible applies to "Off-Premises Crisis Incident Extra Expense".

C. CRISIS INCIDENT COUNSELING EXPENSE

1. We will pay reasonable and necessary expenses incurred by you for group crisis counseling services you provide following a "covered crisis incident" at a "covered location". Coverage applies to expenses incurred at the "covered location" where the "covered crisis incident" occurred. Expense payments apply for up to sixty (60) days from the date the "covered crisis incident" occurs. We will not pay for expenses occurring after this sixty (60) day period, even if they are related to other expenses which began during the sixty (60) day coverage period.
2. Crisis Incident Counseling Expense does not apply to loss caused by or resulting from food contamination shutdown.
3. Coverage does not apply to individuals who participated in or were responsible for the "covered crisis incident."
4. The most we will pay under Crisis Incident Counseling Expense:
 - a. In any one "covered crisis incident" at any one "covered location" is the Crisis Incident Counseling Expense Any One Crisis Incident At Any One Covered Location limit in the Schedule; and
 - b. For all expenses for "covered crisis incidents" in any one policy period is the Crisis Incident Counseling Expense All Crisis Incidents Any One Policy Period limit in the Schedule.
5. No deductible applies to this coverage.

D. CONDITIONS

1. The Other Insurance Condition is replaced by the following:
 - a. Other Insurance
 - (1) If the loss is also covered elsewhere under this policy or in a separate policy, we will pay only for the amount of the loss in excess of the amount due from the other insurance, whether collectible or not.
 - (2) If the other insurance coverage has a higher deductible, we will pay for the difference between the deductible applicable to the coverage in this endorsement and the deductible applicable to the other coverage.

- (3) With respect to Crisis Incident Counseling Expense, other insurance includes insurance coverage or non-insurance services from an Employee Assistance Plan or similar service for mental health counseling or crisis intervention for your employees.

E. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of the Net Income and operating expense or the amount of loss, either may make a written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense amount of loss. If they fail to agree, they will submit the difference to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

2. Duties In The Event Of Loss

In the event of a "covered crisis incident" you must:

- a. Notify law enforcement if a law may have been broken.
- b. Notify us as soon as practicable that a "covered crisis incident" has taken place or that another incident or incidents possibly leading to a "covered crisis incident" or "covered crisis incidents" has or have taken place.
- c. Upon our request, submit written notification if the initial notification was made verbally.

- d. Include the following in the notice:
 - (1) The how, when and where of the "covered crisis incident";
 - (2) Names, addresses and other pertinent information pertaining to injured persons or witnesses; and
 - (3) The nature and location of injuries and damages arising out of the "covered crisis incident".
 - e. Notify us as soon as practicable if you intend to provide crisis counseling services.
 - f. Take all reasonable steps to protect the "covered location" from further loss or damage and the individuals from further injury. These steps will not increase the limits of insurance, but will be included for consideration in the settlement of the claim.
 - g. As often as may be reasonably required, permit us to inspect the property to prove the injury, damage or loss and to examine your books and records.
 - h. Send us a signed, sworn proof of loss containing the information we request to investigate the claims within sixty (60) days of our request. We will supply you with the necessary forms.
 - i. Cooperate with us in the investigation or settlement of the claim.
 - j. If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
3. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

F. LOSS DETERMINATION

- 1. The amount of Crisis Incident Business Income loss will be determined based on:
 - a. The Net Income of the business before the "covered crisis incident" occurred;
 - b. The likely Net Income of the business if no "covered crisis incident" had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered crisis incident" on customers or on other businesses;
 - c. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the "covered crisis incident"; and
 - d. Other relevant sources of information, including:
 - (1) Your financial records and accounting procedures;
 - (2) Bills, invoices and other vouchers; and
 - (3) Deeds, liens or contracts.
- 2. The amount of Crisis Incident Extra Expense will be determined based on:
 - a. All expenses, including "crisis incident communications expenses", that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if the "covered crisis incident" had not occurred.

We will deduct from the total of such expenses:

- (1) The salvage value that remains of any property bought for temporary use during the "crisis incident period of restoration", once "operations" are resumed; and
- (2) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- b. Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

3. Resumption Of Operations

We will reduce the amount of your:

- a. Crisis Incident Business Income Loss, other than Crisis Incident Extra Expense, to the extent you can resume your normal "operations", in whole or in part at the described premises or elsewhere.
 - b. Crisis Incident Extra Expense loss to the extent you can return "operations" to normal and discontinue such Crisis Incident Extra Expense.
4. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

G. DEFINITIONS

1. "Communicable disease" means bacterial micro organism transmitted through human contact to food.
2. "Covered crisis incident" means.

a. Violent Act.

A physical act or attempted act done with malice and intent to cause injury or death to person or persons.

This excludes acts committed, threatened or attempted by you, or any of your partners, directors, officers or trustees.

b. The following threatened, attempted or committed acts:

(1) Abduction or kidnapping. The wrongful and illegal seizure of a person. This does not apply to abduction or kidnapping of the person by a parent, spouse, other relative, boyfriend, girlfriend or life partner.

(2) Stalking of employees or customers;

(3) Sexual assault; or

(4) Use of a firearm.

This excludes acts committed, threatened or attempted by you, or any of your partners, directors, managers (if you are a limited liability company), officers or trustees.

c. Food Contamination Shutdown or the shutdown of a business or location by the Board of Health or other governmental body because of the discovery of, or suspicion of, "food contamination".

3. "Covered location" means any location or premises you own or occupy, including the area within 1,000 feet of the building at which these are located, where building or business personal property is insured under this policy. However, a location or premises with more than one building or business personal property in more than one building is considered one "covered location" with respect to the coverages provided by this endorsement, even if the distance between buildings is less than 1,000 feet.

4. "Crisis Incident Business Income" means the:

a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and

b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, this includes the net sales value of production.

For all risks, this includes "rental value".

5. "Crisis Incident Communication Expense" means:

a. Reasonable and necessary expenses for the services of a Public Relations or Other Crisis Communications Firm to guide, advise or assist you in internal and external crisis communications; and

b. Reasonable and necessary expenses incurred by your own Communications Department beyond those of its normal communications activities for you to guide, advise or assist you in internal and external crisis communications.

6. "Crisis Incident Extra Expense" means necessary expenses, including "Crisis Incident Communication Expense" you incur during the "crisis incident period of restoration" that you would not have incurred if there had been no loss at your "covered premises" resulting from a "covered crisis incident".

7. "Crisis incident period of restoration" means the period that begins after the Waiting Period Deductible and ends on the earlier of:
- a. The date when business is resumed or the "covered location" can be reoccupied by a tenant; or
 - b. Sixty (60) consecutive days after the "covered crisis incident" occurred.
8. "Food contamination" means the occurrence of food poisoning, or suspected food poisoning, of one or more of your patrons resulting from tainted food purchased by you or "communicable disease" transmitted by one or more of your employees.
9. "Off-Premises Crisis Incident Extra Expense" means necessary extra expense such as the additional cost of lodging, food, transportation and "Crisis Incident Communication Expense" you incur as a result of a "covered crisis incident" away from a "covered location".
10. "Operations" means:
- a. Your business activities occurring at the described premises; and
 - b. The tenantability of the "covered location", if you receive rental income from the "covered location".
11. "Suspension" means:
- a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the "covered location" is rendered untenable, if you receive rental income from the "covered location".

Previous Policy Number

Policy Number

ElitePac® Schedule — Schools

COVERAGE	LIMIT
Additional Costs	\$25,000
Additional Property Covered:	
The cost of excavations, grading, backfilling or filling	Included in Bldg Limit
Foundations of buildings, structures, machinery or boilers	Included in Bldg Limit
Personal property while airborne or waterborne	Included in BPP Limit
Underground pipes, flues or drains	Included in Bldg Limit
Arson, Theft and Vandalism Rewards (not applicable in New York)	\$25,000
Automated External Defibrillators	\$10,000
Back Up Of Sewer, Drain Or Sump - Direct Damage	\$100,000
Brands and Labels	Included in BPP Limit
Building Owner - Tenant Move Back Expenses	\$25,000
Business Income/Extra Expense Related Additional Coverages	
Auto Physical Damage Business Income	\$25,000
Back Up Of Sewer, Drain Or Sump - Business Income	\$100,000
Building Owner - Lessor's Leasehold Interest	\$25,000
Communicable Disease Extra Expense	\$25,000
Contractual Penalty	\$25,000
Denial of Service	\$25,000
Dependent Properties	\$100,000
Emergency Vacating Expense	\$25,000
Extended Period of Indemnity	180 Days
Extra Expense (refer to Property Dec for BI/EE limit)	\$10,000
Food Contamination Shutdown	\$25,000
Increased Realty Tax Assessment	\$25,000
Ingress or Egress	\$50,000
Newly Acquired Locations - Business Income	\$250,000
Pollutant Clean-up and Removal - Business Income	\$25,000
Project R & D Documentation and Prototypes Business Income	Included in BI Limit
Transit Business Income	\$25,000
Unnamed Premises - Business Income	\$10,000
Utility Services - Time Element	\$25,000

COVERAGE	LIMIT
Business Income/Extra Expense Related Additional Coverages - Continued	
Violent Event Extra Expense	\$50,000 Any One Policy Year
Business Personal Property Seasonal Increase	10%
Change of Temperature and Humidity	Included
Claim Expenses	\$25,000
Consequential Loss to Stock	Included in Valuation
Debris Removal - Additional Limit	\$250,000
Deductible (waiver of multiple property deductibles and disappearing deductible)	Included
Deferred Payments	\$25,000
Fire Department Service Charge	\$25,000
Fire Extinguishing Equipment	Actual Loss Sustained
Harvested Crops	\$25,000
Inland Marine Related Coverages	
Accounts Receivable	\$100,000
Communication Equipment	\$100,000
Electronic Information Systems (aka Computer Equipment and Electronic Data)	\$100,000
Fine Arts	\$25,000
Installation Property	\$25,000
Mobile Equipment	\$25,000
Personal Effects - Within the Coverage Territory	\$5,000 Per Person \$25,000 Per Occurrence
Personal Effects - Outside the Coverage Territory	\$5,000 Per Person \$25,000 Per Occurrence
Property in Transit - Within the Coverage Territory	\$100,000
Property in Transit - Outside The Coverage Territory	\$10,000
Refrigerated Property - In Transit	\$25,000
Salesperson's Samples - Within the Coverage Territory	\$25,000
Salesperson's Samples - Outside the Coverage Territory	\$10,000
Tools and Equipment	\$10,000
Valuable Papers and Records	\$100,000
Lock Replacement	\$10,000
Marring and Scratching	Included

COVERAGE	LIMIT
Members and Guests Property	\$1,000 Per Person \$25,000 Per Occurrence
Newly Acquired or Constructed Property - Building Per Location	\$1,000,000
Newly Acquired or Constructed Property - Business Personal Property Per Location	\$500,000
Non-Owned Detached Trailers	\$10,000
Ordinance or Law Coverage	
Coverage A - Undamaged Parts of a Building	Included in Bldg Limit
Coverage B - Demolition Cost	\$500,000
Coverage C - Increased Cost of Construction	\$500,000
Coverage D - Tenants Improvements and Betterments	\$25,000
Outdoor Property	\$350,000
Outdoor Trees, Shrubs and Plants (\$2,500 any one item)	\$25,000 Per Occurrence \$100,000 Any One Policy Year
Personal Effects of Students	\$5,000 Per Student \$100,000 Per Occurrence
Personal Property At Unnamed Premises - Within The Coverage Territory	\$100,000
Personal Property At Unnamed Premises - Outside The Coverage Territory	\$10,000
Personal Property of Others	Included in BPP Limit
Pollutant Clean-up and Removal	\$50,000
Premises Boundary Increased Distance	1,500 Feet
Preservation of Property	90 Days
Replacement Cost Valuation for Personal Property of Others	Included
Roof Protection	\$500 Any One Roof \$1,000 Any One Policy Year
Selling Price Valuation	Included
Specified Appurtenant Structures	\$100,000 - Public Use \$1,000 - Contents
Spoilage (formerly Refrigerated Property)	\$50,000
Tenant Building and Business Personal Property Coverage Required By Lease	\$25,000
Tenant's Building Glass Liability	Included in BPP Limit
Tenant Lease Assessment	\$5,000
Tenant Leasehold Improvements	\$25,000
Theft Damage to Building	Included in BPP Limit

COVERAGE	LIMIT
Theft Limitation Amendments	
Furs	\$5,000
Patterns, Dies, Molds and Forms	Included in BPP Limit
Precious Metals	\$10,000
Underground Fiber Optic Cable	\$10,000 Per Occurrence \$50,000 Any One Policy Year
Utility Service - Direct Damage	\$50,000
Voluntary Parting by Trick, Scheme or Device	Included

Previous Policy Number

S 2128608

Policy Number

S 2128608

COMMERCIAL LIABILITY COVERAGE DECLARATION

Policy Effective Date: JULY 15, 2020	Coverage Effective Date: JULY 15, 2020
Business of Named Insured: INDEPENDENT PUBLIC CHARTE	

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

Coverage Limits

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations -- Aggregate Limit	\$2,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$1,000,000
Medical Expense Limit -- Any One Person	\$20,000

Commercial Liability Premium (s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
SCHOOLS GENERAL LIABILITY EXTENSION COVERAGE					\$105.00	
TERRORISM					\$81.00	
EMPLOYEE BENEFITS LIABILITY	92100		FLAT	CHARGE	\$178.00	----
Automatic Status	31074		300.000		\$300.00	
SCHOOLS FACULTY LIABILITY FOR CORPORAL (T-503)	47469	24 (T35)	7.672	INCL.	\$184.00	INCL.
SCHOOLS PUBLIC ELEMENTARY, KINDERGARTEN (T-503)	47471	270 (T36)	5.724	INCL.	\$1,545.00	INCL.
Minimum Premium			\$258.00	\$.00	Total Premium	\$2,393.00
						\$.00

Premium and Rate Legend

Location of all premises you own, rent, or control:

Refer to "Schedule of Locations"

(T36) Schools - rate per pupil
(T35) Schools - rate per faculty member

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements:	Total Advance Premium
Refer to "Commercial Policy Forms and Endorsement Schedule"	\$2,393.00
	(This premium may be subject to adjustment.)

EMPLOYEE BENEFITS LIABILITY COVERAGE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 04 35 12 07

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	each employee aggregate	\$ 1,000	

Retroactive Date:

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. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance 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 Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

b. This insurance applies to 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 policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the policy 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 insured 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 insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent 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 insured.

2. Exclusions

This insurance does not apply to:

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

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, 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.

- 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 insured 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 insured, from the applicable funds accrued or other collectible insurance.

- 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 An Insured** are replaced by the following:

- 2. Each of the following is also an insured:
 - 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 Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage 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 Insurance** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (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 omissions

negligently 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 Insurance 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 policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured 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 insurance 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 insurance applies.
- c. The terms of this insurance, 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 insured, 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 insured, you must:

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

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

c. You and any other involved insured must:

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance 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 insurance; or

(b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

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

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

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

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 insurance 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 policy 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 policy 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 policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and

- d. Other related factors.

The additional premium will not exceed 100% of the annual premium 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 insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under 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 insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

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

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 designated in the Schedule or added thereto by endorsement.
- 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 insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2128608

COMMERCIAL GENERAL LIABILITY
CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, EACH
DESIGNATED LOCATION LISTED ON THE SCHEDULE OF LOCATIONS
SHOWN ON THE DECLARATION PAGE FOR THIS POLICY.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage **A**, and for all medical expenses caused by accidents under Section I — Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage **A**, and for all medical expenses caused by accidents under Section I — Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

GEORGIA LIMITED FUNGI OR BACTERIA COVERAGE — SMALL BUSINESSES

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 32 01 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Fungi And Bacteria Property Damage Aggregate Limit

\$50,000

A. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

- a. "Bodily Injury" arising out of a "fungi or bacteria incident".
- b. 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 insured 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 insurance does not apply to:

- a. "Personal and advertising injury" arising out of a "fungi or bacteria incident".
- b. 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 insured or by any other person or entity.

C. Coverage provided by this insurance for "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Property Damage Aggregate Limit as described in Paragraph D. of this endorsement.

D. The following are added to Section III — Limits Of Insurance:

1. Subject to Paragraphs 2. and 3. of **Section III — Limits Of Insurance**, as applicable, the Fungi and Bacteria Property Damage Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for all "property damage" arising out of one or more "fungi or bacteria incident".
2. Paragraph 5., the Each Occurrence Limit and Paragraph 6., the Damage To Premises Rented To You Limit, of **Section III — Limits Of Insurance** continue to apply to "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Property Damage Aggregate Limit.

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

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
2. "Fungi or bacteria incident" means an incident 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 damage.

PRODUCT RECALL EXPENSE COVERAGE ENDORSEMENT

POLICY NUMBER: s 2128608

COMMERCIAL GENERAL LIABILITY
CG 79 35 07 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

SUB-LIMITS OF INSURANCE:

“Product Recall Expense”

Per Occurrence: \$25,000

Annual Aggregate: \$50,000

“Additional Covered Expenses”

The “Additional Covered Expenses” Per Occurrence and Annual Aggregate Limit is equal to 50% of the above “Product Recall Expense” Limit.

DEDUCTIBLE: N/A

COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS:

THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED “PRODUCT RECALL”. THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

A. The following is added to SECTION I — COVERAGES:

SECTION I — LIMITED PRODUCT RECALL EXPENSE COVERAGE

1. Insuring Agreement

- a. We will reimburse you for “Product Recall Expense” and “Additional Covered Expenses” incurred by you because of a “product recall” to which this insurance applies.

The amount of such reimbursement is limited as described in **SECTION III — LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a “product recall” only if the “product recall” is initiated in the “coverage territory” during the policy period because:

- (1) You determine that the “product recall” is necessary; or
- (2) An authorized government entity has ordered you to conduct a “product recall”.

- c. We will reimburse you for "Product Recall Expense" and "Additional Covered Expenses" only if:
 - (1) These expenses are incurred within one year of the date the "product recall" was initiated;
 - (2) These expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product recall" is not listed in the **"COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS"** entry in the **SCHEDULE** above.
- d. The initiation of a "product recall" will be deemed to have been made only at the earliest of the following times:
 - (1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product recall". This applies regardless of whether the determination to conduct a "product recall" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product recall".
- e. "Product Recall Expense" or "Additional Covered Expenses" incurred to recall "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product recall".

2. Exclusions

This insurance does not apply to "Product Recall Expense" or "Additional Covered Expenses" arising out of:

- a. Any "product recall" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".
- b. Any "product recall" initiated due to copy-right, patent, trade secret, trade dress, trade name or trademark infringements, or any other intellectual property laws.
- c. Any "product recall" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:
 - (1) An error in manufacturing, design, or processing;
 - (2) Transportation of "your product"; or
 - (3) "Product tampering".
- d. Any "product recall" initiated due to expiration of the designated shelf life of "your product".
- e. A "product recall", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.
- f. A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A — Bodily Injury And Property Damage Liability** by endorsement.
- g. A recall when "your product" or a component contained within "your product" has been:
 - (1) Banned from the market by an authorized government entity prior to the policy period; or
 - (2) Distributed or sold by you subsequent to any governmental ban.
- h. The defense of a claim or "suit" against you for liability arising out of a "product recall".
- i. Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.
- j. Any loss, cost or expense due to any:
 - (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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

- k. Liability assumed by you in any contract or agreement.
- l. Damages or expenses arising out of the violation of any government regulation.
- m. Any unauthorized change in "your product" after it leaves your possession or control. This exclusion does not apply to a covered "product recall" due to "product tampering."
- n. Redistribution or replacement of "your product" which has been recalled by like products or substitutes.
- o. Caprice or whim of the insured.
- p. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- q. Willful, dishonest, fraudulent, criminal or malicious acts.

B. For the purposes of this endorsement, **SECTION III — LIMITS OF INSURANCE** is replaced by the following:

SECTION III — LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the **SCHEDULE** are Sub-Limits and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Product recalls" initiated; or
 - c. Number of "your products" withdrawn.
- 2. If there are no amounts shown in the **SCHEDULE**, these Sub-Limits will apply:
 - a. "Product Recall Expense":

Per Occurrence	\$25,000
Annual Aggregate	\$25,000
 - b. "Additional Covered Expense": The Per Occurrence and Annual Aggregate is 50% of the "Product Recall Expense" Per Occurrence and Annual Aggregate limit.
- 3. The most we will pay for "Product Recall Expense" during any policy period is the Annual Aggregate Sub-Limit shown on this endorsement's **SCHEDULE**.

4. The most we will pay for "Additional Covered Expenses" during any policy period is 50% of the "Product Recall Expense" Annual Aggregate Sub-Limit on this endorsement's **SCHEDULE**.

5. Deductible Provision

a. Deductible

We will only pay for the amount of "Product Recall Expense" and "Additional Covered Expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product recall". The Limits of Insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

C. For the purposes of this endorsement, the Duties In The Event Of Occurrence, Claim Or Suit Condition under **SECTION IV — CONDITIONS** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Recall"

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product recall". To the extent possible, notice should include:
 - (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- b. If a "product recall" is initiated, you must:
 - (1) Immediately record the specifics of the "product recall" and the date it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product recall" as soon as practicable.
- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product recall". Any financial gain or salvage recovery you receive or may be entitled to receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "Product Recall Expense" and "Additional Covered Expenses".
- d. You and any others involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the "product recall";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the "product recall".

D. For the purposes of this endorsement, the following condition is added to **SECTION IV — CONDITIONS:**

Concealment Or Fraud

We will not provide coverage under **SECTION I** of this endorsement to you, or any other insured, who at any time:

- 1. Engaged in fraudulent conduct; or
- 2. Intentionally concealed or misrepresented a material fact concerning a "product recall" or "Product Recall Expenses" or "Additional Covered Expenses" incurred by you under **SECTION I** of this endorsement.

E. The following definitions are added to **SECTION V — DEFINITIONS:**

- 1. "Additional Covered Expenses" includes reimbursement to the named insured for "customer consequential loss of profit expense", "cost to replace", "good faith advertising".

- 2. "Customer consequential loss of profit expense" means the loss of financial gain incurred by your direct customers as a consequence of the "product recall" of "your product" or the "product recall" of their product because their product incorporated "your product."
- 3. "Cost to replace" means the cost to produce or acquire a like replacement product, including the cost to return "your product" to the purchaser, not to exceed the cost of goods sold. This also includes the cost of unsold finished stock but only if your product cannot be repaired, reconditioned, decontaminated or made marketable.
- 4. "Good faith advertising" means those advertising costs you pay for the specific purpose of regaining customer approval or faith in "your product."
- 5. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
- 6. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product recall" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For the purposes of this insurance, electronic data is not tangible property.

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

- 7. "Product recall" means the recall or withdrawal:
 - a. From the market; or
 - b. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected defects in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

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

8. "Product Recall Expense" means those reasonable expenses, listed below, paid on a reimbursement basis and directly related to a "product recall":

- a. Costs of advertising;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

- d. Costs of hiring independent contractors and other temporary employees;
- e. Costs of transportation, shipping or packaging;
- f. Costs of warehouse or storage space; or
- g. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products.
- h. Inspection and testing of "your products" to determine whether or not they may be subject to a "product recall".

Previous Policy Number

S 2128608

Policy Number:

S 2128608

ABUSE OR MOLESTATION OCCURRENCE LIABILITY COVERAGE DECLARATIONS

Entity Name: UTOPIAN ACADEMY FOR THE ARTS:

Producer Name: PRITCHARD & JERDEN INC

Named Insured and Address

UTOPIAN ACADEMY FOR THE ARTS: THE MILLER FOUNDATION, INC.
2750 FOREST PKWY
C/O ARTESIUS MILLER, PH.D.
ELLENWOOD
GA, 30294-3521

Policy Period:

From: JULY 15, 2020

To: JULY 15, 2021

12:01 A.M. Standard Time At
"your" Mailing Address Above.

**THIS INSURANCE CONSISTS OF THE "ABUSE" OR "MOLESTATION" COVERAGE PART, THE
DECLARATIONS PAGE, AND INCLUDES ALL ENDORSEMENTS, IF ANY LISTED BELOW.**

Limits of Insurance:

Aggregate Limit: \$2,000,000

Each "Abuse" or "Molestation" Limit: \$1,000,000

Deductible:

Each "Abuse" or "Molestation": NONE

Business Description:

CORPORATION

Premium:

\$2,450

Minimum Premium:

\$2,450

**IN RETURN FOR YOUR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE APPLICABLE
TERMS, CONDITIONS, ENDORSEMENTS AND DEFINITIONS CONTAINED IN YOUR POLICY, WE AGREE
TO PROVIDE THE INSURANCE COVERAGE PROVIDED BY THIS POLICY.**

**Forms and Endorsements applying to this coverage part and made part of this policy at time of
issuance:**

REFER TO "COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE"

COUNTERSIGNED BY: _____
(Authorized Representative)

DATE: _____

Previous Policy Number
S 2128608

Policy Number
S 2128608

BUSINESS AUTOMOBILE COVERAGE DECLARATION

Policy Effective Date: JULY 15, 2020	Coverage Effective Date: JULY 15, 2020
Business of Named Insured: INDEPENDENT PUBLIC CHARTE	

Item Two - SCHEDULE OF COVERAGES AND COVERED AUTOS. This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Coverage Schedule

Coverages	Covered Autos Symbols	Limit The Most We Will Pay For Any One Accident or Loss	Premium
Liability	1	\$1,000,000 CSL	\$5,918.00
Personal Injury Protection (or First Party Benefits)		Separately stated in each P.I.P. Endorsement.	
Added Personal Injury Protection (or Added First Party Benefits)		Separately stated in each P.I.P. Added Endorsement	
Auto Medical Payments	2	\$5,000	\$117.00
Uninsured Motorists	2	\$1,000,000 CSL	\$405.00
Underinsured Motorists			
Physical Damage Comprehensive Coverage	2,8	Actual Cash Value or Cost of Repair, whichever is less minus any applicable deductible shown on the Auto Schedule for Each Covered Auto for all Loss except Fire or Lightning.	\$159.00
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less minus \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism.	
Physical Damage Collision Coverage	2,8	Actual Cash Value or Cost of Repair, whichever is less minus the applicable deductible shown on the Auto Schedule for Each Covered Auto.	\$210.00
Physical Damage Towing and Labor Coverage	7	for Each Disablement of a Private Passenger Auto.	
Hired Auto and Non-Owned Auto Coverage			\$25.00
Premium for Endorsement			\$183.00

Auto Schedule

No.		Trade Name	Year	Body Type Truck Size	Vehicle Id. No. (VIN)		Size Class	Use / Class /Radius Code	List Symbol	Purchased by Insured		Cost
										Year	N/U	
GA	1	INTL	98	3000 3800	1HVBBAAN8WH569864			625300/L				\$32,000
GA	2	BLUE	89	SCHOOL BUS	1BAAGCSA4KF033861			625300/L				\$32,000
GA	3	INTL	97	3000 3000	1HVBGAAN9VA079510			625300/L				\$32,000
No.	Terr.	Liability Insurance Premium	P.I.P. or F.P.B.	Add. P.I.P. or F.P.B..	Med. Paymts. Prem.	Um & Uim Motorists Premium	Physical Damage Insurance					Towing Prem.
							Comprehensive		Specified Causes of Loss	Collision		
							Ded.	Prem.		Ded.	Prem.	
GA	1	124	1,914		39	135	500	53		1,000	70	
GA	2	124	1,914		39	135	500	53		1,000	70	
GA	3	124	1,914		39	135	500	53		1,000	70	
Totals \$			5,742		117	405		159			210	

Items Three – Schedule of Covered Autos You Own (see Auto Schedule) – Loss Payees Subject to Loss Payable Clause:

Vehicle No. Name and Address of Loss Payee

Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Total Premium

\$7,017.00

(This premium may be subject to adjustment.)

BUSINESS AUTOMOBILE COVERAGE DECLARATION (Continued)

Policy Effective Date: JULY 15, 2020	Coverage Effective Date: JULY 15, 2020
---	---

Item Four – Schedules of Hired or Borrowed Covered Auto Coverage and Premiums. Liability Insurance – Rating Basis, Cost of Hire				
State	Estimated Cost of Hire for Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	P r e m i u m
GEORGIA	IF ANY	11.662	\$67.00	INCL
Total Premium				\$67.00

Cost of hire means the total amount you incur for the hire of “autos” you don’t own (not including “autos” you borrow or rent from your partners, employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

Physical Damage Coverage

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate per Each \$100 Annual Cost of Hire	P r e m i u m
Comprehensive	Actual Cash Value, Cost of Repairs or Whichever is Less Minus 100 Ded. for Each Covered Auto For all Loss Except Fire or Lightning.	IF ANY	.490	
Specified Causes of Loss	Actual Cash Value, Cost of Repairs or Whichever is Less Minus \$ 25 Ded. for Each Covered Auto For all Loss caused by Mischief or Vandalism			
Collision	Actual Cash Value, Cost of Repairs or Whichever is Less Minus 1,000 Ded. for Each Covered Auto	IF ANY	.680	
Total Premium				\$25.00

PHYSICAL DAMAGE INSURANCE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered “auto” you hire or borrow is deemed to be a covered “auto” you own.

Item Five – Schedule for Non-Ownership Liability

Named Insured’s Business	Rating Basis	Number	Premium
Other than a Social Service Agency	Number of Employees	25	\$109.00
	Number of Partners		
Social Service Agency	Number of Employees		
	Number of Volunteers		
Total Premium			\$109.00

Item Six – Schedule for Gross Receipts or Mileage Basis – Liability Insurance – Public Auto or Leasing Rental Concerns -

Estimated Yearly	Rates		Premiums	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

GEORGIA UNINSURED MOTORISTS COVERAGE — ADDED ON TO AT-FAULT LIABILITY LIMITS

POLICY NUMBER: S 2128608

COMMERCIAL AUTO
CA 31 37 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

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

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance:	Each “Accident”
Indicate with an “X” in the appropriate box the desired deductible option. Any amount payable for damages under this coverage will be in excess of the applicable deductible option.	
Deductible Option	
☒	No deductible applies.
☐	\$ 500 each “accident”
☐	\$ 1,000 each “accident”
☐	\$ 2,000 each “accident”
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums in excess of the applicable deductible option shown in the Schedule or Declarations that the “insured” is legally entitled to recover as compensatory damages from the owner or driver of an “uninsured motor vehicle”. The damages must result from “bodily injury” including loss of consortium, sustained by the “insured” or “property damage” caused by an “accident”. The owner’s or driver’s liability for these damages must result from the ownership, maintenance or use of the “uninsured motor vehicle”.

2. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an “insured” and the insurer of a vehicle described in Paragraph **b.** of the definition of “uninsured motor vehicle” for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing.

3. Any default judgment arising out of a "suit" for damages against anyone alleged to be legally responsible is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
 - c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", if the settlement is made in accordance with GA CODE ANN. Section 33-24-41.1 and the payment of such settlement exhausts the limits of the applicable liability bonds or policies.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. "Property damage" for which the "insured" has been compensated by other property or physical damage coverage.
6. Punitive or exemplary damages.
7. "Bodily injury" or "property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage form or any Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation law, exclusive of nonoccupational disability benefits.

3. We will not pay for any "property damage" that is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The conditions of the policy are changed for Uninsured Motorists Coverage as follows:

1. Paragraph **a.** of the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and Paragraph **e.** in the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable similar insurance available under more than one policy:

- (1) The following priorities of recovery apply:

First	The policy affording Uninsured and Underinsured Motorists Coverage to the "insured" as a Named Insured or, if the Named Insured is an individual, any "family member".
Second	The Uninsured and Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".

- (2) We will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

The reference in the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. The **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is also changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

We shall be entitled to the rights to recover damages from another only after the "insured" has been fully compensated for damages.

4. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply to the Named Insured or, if the Named Insured is an individual, any "family member".

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means:
 - a. Injury to or destruction of a covered "auto" or its resulting loss of use;
 - b. Injury to or destruction of property contained in the covered "auto" and owned by the Named Insured or, if the Named Insured is an individual, any "family member"; or
 - c. Injury or destruction of property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which there is neither:
 - (1) Cash or securities on file with the Georgia Commissioner of Public Safety; nor
 - (2) A liability bond or policy; applicable at the time of the "accident".

- b.** That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of the limits of all liability bonds or policies applicable at the time of the "accident" either:
 - (1)** Is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages; or
 - (2)** Has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages.
- c.** For which an insuring or bonding company legally denies coverage or is or becomes insolvent; or
- d.** That is a hit-and-run vehicle and neither the driver nor owner can be identified.
The vehicle must either:
 - (1)** Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

- (2)** Cause "bodily injury" or "property damage" with no physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying" at the time of the "accident", provided the facts of the "accident" can be corroborated by an eyewitness to the "accident" other than the "insured" making the claim.

However, "uninsured motor vehicle" does not include any vehicle:

- a.** Designed for use mainly off public roads while not on public roads; or
- b.** Owned by or furnished for the regular use of you or any "family member".

Previous Policy Number
S 2128608

Policy Number
S 2128608

COMMERCIAL INLAND MARINE DECLARATIONS

Policy Effective Date: JULY 15, 2020	Coverage Effective Date: JULY 15, 2020
Insurance is provided only for those coverages shown in the following coverage schedule.	
Coverage Schedule	
Coverage	Premium
INLAND MARINE PAC PREMIER	\$625.00
ELECTRONIC INFORMATION SYSTEMS	\$254.00
Forms and Endorsements: Refer to "Commercial Policy Forms and Endorsement Schedule"	
Premium Amount \$910.00 (This premium may be subject to adjustment.)	

Previous Policy Number

S 2128608

Policy Number:

S 2128608

COMMERCIAL INLAND MARINE COVERAGE SUPPLEMENTAL DECLARATIONS ELECTRONIC INFORMATION SYSTEMS COVERAGE FORM

Policy Effective Date: JULY 15, 2020

Coverage Effective Date: JULY 15, 2020

Insurance is provided only for those coverages for which a specific limit is shown

COVERAGESchedule ☐ Blanket ☒ (Equipment and Data)**LIMITS OF INSURANCE** \$75,000 (FOR BLANKET LIMITS)**SCHEDULE**

Loc. No.	Bldg. No.	Equipment	Data
001	001	\$75,000	

Property At Any Unnamed Premises \$7,500

Property In Transit \$7,500

Virus or Harmful Code	\$50,000	any one occurrence /
	\$150,000	any one policy year

OPTIONAL COVERAGES

Business Income NOT APPLICABLE

Extra Expense NOT APPLICABLE

DEDUCTIBLE

Property \$1,000

Business Income Waiting Period NOT APPLICABLE

SPECIAL PROVISIONS (IF ANY)

Policy Number	
S	2128608

Policy Effective Date: JULY 15, 2020	Coverage Effective Date: JULY 15, 2020
Business of Named Insured: INDEPENDENT PUBLIC CHARTE	
Insurance is provided only for those coverages which are shown in the following coverage schedule.	

Coverage Form	Coverage	Limit	Deductible
	INSIDE THE PREMISES-ROBBERY/SAFE BURG OTHER PROP	\$25,000	\$500
	INSIDE THE PREMISES-THEFT OF MONEY AND SECURITIES	\$25,000	\$500
	OUTSIDE THE PREMISES	\$25,000	\$500

Premium Amount
\$50.00
(This premium may be)
(subject to adjustemnt.)

Previous Policy Number

S 2128608

Policy Number:

S 2128608

SCHOOL BOARD LEGAL LIABILITY INSURANCE COVERAGE DECLARATIONS

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

Educational Entity: UTOPIAN ACADEMY FOR THE ARTS:

Producer Name: PRITCHARD & JERDEN INC

Item 1. and Item 2.

Named Insured and Address

UTOPIAN ACADEMY FOR THE ARTS:
2750 FOREST PKWY
C/O ARTESIUS MILLER, PH.D.
ELLENWOOD, GA 30294-3521

Item 3.

Policy Period:

From: 07-15-2020

To: 07-15-2021

12:01 A.M. Standard Time At
{your} Mailing Address Above.

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

Item 4.

Limits of Insurance:

Per {Claim} Limit: \$1,000,000

Aggregate Limit: \$1,000,000

Item 5.

Deductible: \$5,000

Per {Claim}

Item 6.

Retroactive Date: 07-15-2014

Item 7.

Premium: \$2,959

Minimum Premium: \$1,000

Item 8.

Endorsements Attached to this Coverage:

Refer to **{Commercial Policy Forms and Endorsement Schedule}**

COUNTERSIGNED BY: _____

(Authorized Representative)

DATE: _____

EDUCATORS LEGAL NON-MONETARY SUIT DEFENSE COSTS ENDORSEMENT

POLICY NUMBER: S 2128608

SCHOOL BOARD LEGAL LIABILITY
SC 18 00 05 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SCHOOL BOARD LEGAL LIABILITY COVERAGE FORM

The following modifies Paragraph 1. **COVERAGE A — EDUCATORS LEGAL LIABILITY** of **A. Insuring Agreement** in **SECTION I — COVERAGE:**

Subject to the following conditions, we will provide “defense costs” for any written demand against the insured seeking non-monetary relief, including injunctive relief, for a “wrongful act” which is otherwise covered by the Policy:

- a. The written demand is first made against the insured during the “Policy Period”, and received by us during the “Policy Period” or within sixty (60) days thereafter.
- b. The limit of our liability for such costs and fees shall not exceed a Sub-Limit of \$100,000 per “claim” and a Sub-Limit of \$100,000 in the Aggregate for the “Policy Period”.
- c. Payments under this Endorsement shall be in addition to the limit of liability as stated in the Declarations and **SECTION III — LIMITS OF INSURANCE.**
- d. For purposes of this endorsement, **SECTION V — DEDUCTIBLE** is deleted.

LOSS OF WAGES ENDORSEMENT

POLICY NUMBER: S 2128608

SCHOOL BOARD LEGAL LIABILITY
SC 35 05 05 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SCHOOL BOARD LEGAL LIABILITY COVERAGE FORM

SCHEDULE

SUB-LIMITS OF INSURANCE:

Per "Claim"

Annual Aggregate

- A. Subparagraph 2.f. of C. Exclusions, **COVERAGE B — EMPLOYMENT PRACTICES LIABILITY** in **SECTION I — COVERAGE** is deleted and replaced by the following:

f. For "claims" arising from collective bargaining agreements.

- B. For the purposes of this endorsement, **SECTION III — LIMITS OF INSURANCE** is replaced by the following:

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the above **SCHEDULE** are Sub-Limits and the rules below fix the most we will pay for loss of back wages, future wages, overtime, employee benefits or similar "claims", even if designated as liquidated "damages", under federal, state, or local statutes, rules, ordinances or regulations. The most we will pay during any policy period is the Annual Aggregate Sub-Limit shown on this endorsement's **SCHEDULE**.
2. If there are no Sub-Limits shown in the **SCHEDULE**, the following Sub-Limits will apply:

Per "Claim"	\$100,000
Annual Aggregate	\$300,000
3. The Sub-Limits of Insurance shown in this endorsement are not in addition to the Limits of Insurance, and payments under this endorsement reduce the available Limits of Insurance under the School Board Legal Liability Coverage Part.

The Sub-Limits of Insurance shown in the **SCHEDULE** 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 policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Sub-Limits of Insurance.

- C. Coverage provided in this endorsement is subject to the terms and conditions provided in **SECTION V — DEDUCTIBLE**.

Previous Policy Number
S 2128608

Policy Number
S 2128608

SELECTIVE INSURANCE COMPANY OF AMERICA
40 WANTAGE AVE, BRANCHVILLE, NJ 07890

DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE

Item One - Name of Insured & Mailing Address SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025		Policy Period From: JULY 15, 2020 To: JULY 15, 2021 12:01 A.M., Standard Time At The Insured's Mailing Address.	
Producer: SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025		Producer Number: 00-09269-00000	
Named Insured is: CORPORATION			
Business of the Named Insured: INDEPENDENT PUBLIC CHARTE			
Limits Of Insurance			
Occurrence Limit \$1,000,000.00		Aggregate Limit \$1,000,000.00	
Self Retained Limit:		\$.00	
Schedule of Underlying Insurance and Limits			
Standard Employers Liability or Stop-Gap Employers Liability Policy		Policy No. WC990001B	
Company Technology Insurance Comp			
Policy Period From: JULY 15, 2020 To: JULY 15, 2021		Employers Liability Each Accident \$1,000,000 Disease Each Employee \$1,000,000 Disease Each Policy \$1,000,000	
Commercial General Liability Policy		Policy No. S 212860806	
Company SELECTIVE INS CO OF AMERI			
Policy Period From: JULY 15, 2020 To: JULY 15, 2021		General Aggregate \$2,000,000 Products-Completed Operations \$2,000,000 Personal and Advertising Injury Limit \$1,000,000 Each Occurrence Limit \$1,000,000	
Automobile Liability Policy		Policy No. S 212860806	
Company SELECTIVE INS CO OF AMERI			
Policy Period From: JULY 15, 2020 To: JULY 15, 2021		Bodily Injury and Property Damage Combined Each Accident \$1,000,000	
Premium Schedule:			
Estimated Exposure Base	Rate	Rate Per	Annual Minimum Premium Estimated Premium Due
In the event of cancellation by the Named Insured we will receive and retain not less than as the Policy Minimum Premium.			N/A
Forms and Endorsements: SEE FORMS AND ENDORSEMENT SCHEDULE: IL-7035			Estimated Total Premium \$2,458.00
JUNE 30, 2020 Issue Date		SOUTHERN REGION Issuing Office	
Authorized Representative			

DECLARATIONS – COMMERCIAL UMBRELLA LIABILITY COVERAGE SCHEDULE OF UNDERLYING INSURANCE AND LIMITS EXTENSION

School Board			
Legal Liab			
Company SELECTIVE INS CO OF AMERI		Policy No. S 212860806	
		AGGREGATE LIMIT:	\$1,000,000
		PER CLAIM LIMIT:	\$1,000,000
Policy Period			
From: JULY 15, 2020			
To: JULY 15, 2021			

Employee			
Benefits			
Company SELECTIVE INS CO OF AMERI		Policy No. S 212860806	
		AGGREGATE LIMIT:	\$2,000,000
		PER CLAIM LIMIT:	\$1,000,000
Policy Period			
From: JULY 15, 2020			
To: JULY 15, 2021			

Company		Policy No.
Policy Period		
From:		
To:		

Company		Policy No.
Policy Period		
From:		
To:		

Company		Policy No.
Policy Period		
From:		
To:		

Company		Policy No.
Policy Period		
From:		
To:		

SCHEDULED POLICY FOLLOWING FORM LIABILITY COVERAGE ENDORSEMENT

POLICY NUMBER: S 2128608

COMMERCIAL UMBRELLA LIABILITY
CXL 338 08 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION I — COVERAGES, A. INSURING AGREEMENT:**

7. Excess Following Form Liability Coverage Over Underlying Claims Made or Occurrence Coverage for Scheduled Policies:
 - a. We will pay, on behalf of the insured, the “ultimate net loss” in excess of the Limits of Liability of the “underlying insurance” listed in the Declarations for the Schedule of Policies listed below provided that:
 - (1) The “ultimate net loss” is caused by an “occurrence” happening in the “coverage territory” during the policy period; and
 - (2) Coverage must be afforded by the Schedule of Policies or coverage would have been afforded but for the exhaustion of the Limit of Liability shown in the Declarations for the Schedule of Policies.
 - b. The Limits of Liability of the “underlying insurance” for the Schedule of Policies will apply even if:
 - (1) The “underlying insurer” claims the insured failed to comply with any condition of the policy, or
 - (2) The “underlying insurer” becomes bankrupt or insolvent.

Coverage under this Endorsement will not apply to any “ultimate net loss” for which coverage exists under any other provision of this policy nor shall the Limit of Insurance of this policy be increased as a result of the existence of this Endorsement.

Coverage under this Endorsement follows the form of the Schedule of Policies and is subject to the same terms, conditions, agreements, exclusions and definitions as those contained in the Schedule of Policies unless otherwise provided in this Coverage Part or its endorsements.

SECTION V — DEFINITIONS:

The definition of “occurrence” is amended to include damages and/or wrongful acts as defined by the underlying scheduled policy.

Schedule of Policies

Policy Number	Issuing Company	Policy Coverage Part Title	Policy Period
S 212860806	SELECTIVE INS CO OF AMERI	School Board Legal Liab	07/15/2020-07/15/2021

CXL 338 08 04

AGENT'S COPY

POLICY SCHEDULE

SELECTIVE INSURANCE
BRANCHVILLE, NEW JERSEY 07890

ISSUE DATE: 07/01/2020

Policy No	Issued To	
S 2128608	UTOPIAN ACADEMY FOR THE ARTS: THE MILLER FOUNDA	
Period	Transaction Type	Agent Number
07/15/2020 07/15/2021	RENEWAL	00-09269-00000
Billing Type	Transaction Eff. Date	Number of Remaining Installments
DIRECT BILL	07/15/2020	10

PAYMENT WILL BE BILLED AS FOLLOWS:

BILLING DATES	PREMIUM AMOUNTS
01. 07/21/2020	3,689.00
03. 09/20/2020	1,747.00
05. 11/20/2020	1,747.00
07. 01/21/2021	1,747.00
09. 03/21/2021	1,747.00

TOTAL PREMIUM AMOUNT \$19,419.00

BILL ACCOUNT: 015 438 771

BILLING DATES	PREMIUM AMOUNTS
02. 08/21/2020	1,747.00
04. 10/21/2020	1,747.00
06. 12/21/2020	1,747.00
08. 02/18/2021	1,747.00
10. 04/20/2021	1,754.00

C O M M I S S I O N N O T I C E

----- TOTALS -----		
RATE	PREMIUM	COMMISSION
10.00%	2,959.00	295.90
15.00%	9,536.00	1,430.40
16.00%	1,171.00	187.36
17.00%	4,843.00	823.31
20.00%	910.00	182.00
TOTALS	\$19,419.00	\$2,918.97

Your bill will be sent under separate cover. This is a Payment Schedule of your policy premium due based on your selected installment plan. Changes made to the policy premium after the issue date listed above, will be reflected on future bills.

An installment fee of \$8.00 may be added to each installment bill. Policies not paid by the installment due date are subject to a late fee of \$20.00 for each late payment. An insufficient fund fee of \$25.00 will be charged for payments returned by your financial institution.

A reinstatement fee may be incurred when a policy is reinstated after a non-pay cancellation is processed. Fee amounts are generally \$35 for commercial line policies and will appear on the next bill.

**IMPORTANT NOTICE ABOUT YOUR PAYMENT PLAN
AND LATE PAYMENTS UNDER YOUR PAYMENT PLAN:**

If you have selected a payment plan option to pay for Your policy or policies with Us, we will send You a bill or email notification when premium is due. Bills will show (1) the billed minimum amount due on Your account for that month, and (2) the total balance due on Your account, including late and installment fees, if any have been charged. On or before the due date We specify in Your bill, You will be required to pay Us the total billed minimum amount shown in order to stay current in your payments due to Us (excluding any policy or policies that are pending cancellation).

Any time a payment is late and You fall behind on the amount that is owed to Us for the policy premium, we will issue a policy cancellation notice for failure to pay the premium, and we may charge you a late fee. For the first two times you fall behind, if You pay the total amount due before the cancellation effective date indicated in the notice, the policy or policies will remain in effect. If, however, We issue a third cancellation notice for nonpayment of premium, We will accelerate the remaining payments due under the payment plan and require You to pay **the full outstanding policy premium (not just the total billed minimum amount in the most recent bill) on or before the cancellation effective date.** If You do not pay the full outstanding balance on or before the cancellation effective date, We will cancel Your policy. If Your policy or policies are cancelled or expired, Your enrollment in an electronic payment option will continue, despite the fact that the policy(s) have been cancelled with Selective and may remain in effect until such time as any payment for any earned premiums, audit balances or other amounts related to your account are settled. If more than one policy is subject to a payment plan, We will apply partial payments proportionately to the billed minimum amount for each policy. Any policy that is not paid in full after this allocation will be subject to cancellation for nonpayment of premium, as provided in the policy.

Selective Insurance
Main Administrative Offices
40 Wantage Avenue Branchville
New Jersey 07890
(973) 948-3000

“Selective Insurance” refers to the following affiliated insurers:

Selective Insurance Company of America, Selective Way Insurance Company, Selective Insurance Company of South Carolina, Selective Insurance Company of the Southeast, Selective Insurance Company of New York, Selective Insurance Company of New England, Selective Casualty Insurance Company, Selective Fire and Casualty Insurance Company, and Selective Auto Insurance Company of New Jersey. The declarations page of your policy identifies the insurance carrier that issued your “Selective Insurance” policy.