

Roane County Board of Education  
PO Box 643  
Kingston TN 37763

APEX INSURANCE AGENCY LLC  
1720 WINDWARD CONCOURSE  
STE 230  
ALPHARETTA GA 300052289

Policy Number TB2-Z51-293452-022  
Issued by Liberty Mutual Fire Insurance Co.

### ANNUAL MEETING NOTICE

Your policy is issued by a stock insurance company subsidiary of the Liberty Mutual Holding Company Inc., a Massachusetts mutual holding company. The named insured first named in the Declarations is a member of Liberty Mutual Holding Company Inc.

As a member of Liberty Mutual Holding Company Inc., the named insured first named is entitled, among other things, to vote either in person or by proxy at the annual meeting or special meetings of said company. The Annual Meeting of Liberty Mutual Holding Company Inc. is at its offices located at 175 Berkeley Street, Boston, Massachusetts, on the second Wednesday in April each year at ten o'clock in the morning.

Members of Liberty Mutual Holding Company Inc. may request a copy of the company's annual financial statements, which are posted on Liberty Mutual's website at [www.libertymutual.com](http://www.libertymutual.com) or by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts, 02116, Attention: Corporate Secretary.

### PARTICIPATING PROVISION

You may be eligible to participate in the distribution of surplus funds of the company through any dividends that may be declared for this policy. A declaration or payment of dividends is not guaranteed. The amount of any dividends that may be declared shall be to the extent, and upon the conditions fixed and determined by the Board of Directors and in compliance with any laws that apply.

**In witness whereof**, the company has caused this policy to be signed by its President and its Secretary.



SECRETARY



PRESIDENT

**COMMERCIAL GENERAL LIABILITY DECLARATIONS  
OCCURRENCE**



Issued By Liberty Mutual Fire Insurance Co.

Policy Number TB2-Z51-293452-022  
Renewal Of TB2-Z51-293452-021  
Account Number 5-293452

Issuing Office NASHVILLE, TN  
Issue Date 2022-06-17  
Sub Account 0000

Named Insured and Mailing Address  
Roane County Board of Education  
PO Box 643  
Kingston TN 37763

Franchise 4130

Form of Business: All Other

Policy Period: The policy period is from 07/01/2022 to 07/01/2023 12:01 A.M. standard time at the Insured's mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**LIMITS OF INSURANCE**

Each Occurrence Limit	\$	1,000,000	
Damage to Premises Rented to You Limit	\$	100,000	Any one premises
Medical Expense Limit	\$	5,000	Any one person
Personal & Advertising Injury Limit	\$	1,000,000	
General Aggregate Limit	\$	3,000,000	
Products-Completed Operations Aggregate Limit	\$	3,000,000	

**SCHEDULE**

The declarations are completed on the accompanying "Declarations Extension Schedule(s)".

Commercial General Liability Coverage Part Premium	\$	40,963
Endorsement Premium	\$	25,533
Total Estimated Premium	\$	66,496

Policywriting Minimum Premium \$ 1,000

Forms Applicable: See Attached Inventory

APEX INS 0073009808  
APEX INSURANCE AGENCY LLC  
1720 WINDWARD CONCOURSE  
STE 230  
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**DECLARATIONS EXTENSION SCHEDULE – CLASSIFICATION DESCRIPTIONS**

Policy Number TB2-Z51-293452-022

<b>Class Code</b>	<b>Description</b>
44194	Grandstands or Bleachers - Not-For-Profit only - Products-Completed Operations are subject to the General Aggregate Limit
47469	Schools - faculty liability for corporal punishment of students - Products-Completed Operations are subject to the General Aggregate Limit
47471	Schools - public - elementary, kindergarten or junior high - Products-Completed Operations are subject to the General Aggregate Limit
47473	Schools - public - high - Products-Completed Operations are subject to the General Aggregate Limit
48638	Stadiums - operated by insured - Not-For-Profit only - Products-Completed Operations are subject to the General Aggregate Limit

## DECLARATIONS EXTENSION SCHEDULE

Policy Number TB2-Z51-293452-022

Class Code	Premium Basis	Rates	Premium
<b><u>TENNESSEE</u></b>			
Location 1.1 120 Breazeale St Harriman TN 37748			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included 10	490.355	\$4,904
47469	Each Faculty Member	Per 1	
Products/Completed Operations Premises/Operations	included 518	5.954	\$3,084
47471	Per Student	Per 1	
Products/Completed Operations Premises/Operations	included 4,363	4.642	\$20,253
47473	Per Student	Per 1	
Products/Completed Operations Premises/Operations	included 1,919	6.075	\$11,658
48638	Gross Sales	Per 1000	
Products/Completed Operations Premises/Operations	included 100,000	10.642	\$1,064
Location 2.1 900 N. Roane St Harriman TN 37748			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any	490.355	

**DECLARATIONS EXTENSION SCHEDULE (continued)**

Policy Number TB2-Z51-293452-022

<b>Class Code</b>	<b>Premium Basis</b>	<b>Rates</b>	<b>Premium</b>
Location 3.1 1009 Cumberland St Harriman TN 37748			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 4.1 3096 Roane State Hwy Harriman TN 37748			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 5.1 2830 Roane State Hwy Harriman TN 37748			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 6.1 301 Paint Rock Ferry Rd Kingston TN 37763			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355

**DECLARATIONS EXTENSION SCHEDULE (continued)**

Policy Number TB2-Z51-293452-022

<b>Class Code</b>	<b>Premium Basis</b>	<b>Rates</b>	<b>Premium</b>
Location 7.1 2009 Kingston Hwy Kingston TN 37763			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 8.1 130 Laurel Bluff Rd Kingston TN 37763			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 9.1 530 Loudon Hwy Kingston TN 37763			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 10.1 105 Dogtown Road Ten Mile TN 37880			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355



**DECLARATIONS EXTENSION SCHEDULE (continued)**

Policy Number TB2-Z51-293452-022

<b>Class Code</b>	<b>Premium Basis</b>	<b>Rates</b>	<b>Premium</b>
Location 11.1 515 Cumberland Street Kingston TN 37763			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 12.1 120 Ollis Road Oliver Springs TN 37840			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 13.1 199 Roane Street Oliver Springs TN 37840			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 14.1 211 Kingston Ave Oliver Springs TN 37840			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355

**DECLARATIONS EXTENSION SCHEDULE (continued)**

Policy Number TB2-Z51-293452-022

<b>Class Code</b>	<b>Premium Basis</b>	<b>Rates</b>	<b>Premium</b>
Location 15.1 623 Pumphouse Road Rockwood TN 37854			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 16.1 434 Rockwood St Rockwood TN 37854			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 17.1 355 Wheeler Street Rockwood TN 37854			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
Location 18.1 105 Bluff Road Kingston TN 37763			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355

**DECLARATIONS EXTENSION SCHEDULE (continued)**

Policy Number TB2-Z51-293452-022

<b>Class Code</b>	<b>Premium Basis</b>	<b>Rates</b>	<b>Premium</b>
Location 19.1 3100 Roane State Hwy Harriman TN 37748			
44194	Each Grandstand or Bleacher	Per 1	
Products/Completed Operations Premises/Operations	included if any		490.355
<b>Total for TENNESSEE</b>			<b>\$40,963</b>
<b>TOTAL</b>			<b>\$40,963</b>

**DECLARATIONS EXTENSION SCHEDULE  
MISCELLANEOUS CHARGES**

Policy Number TB2-Z51-293452-022

	<b>Premium Basis</b>	<b>Rates</b>	<b>Charges</b>
Terrorism Risk Insurance Act (TRIA)			405
Employee Benefits	System Rated		1,239
School Amendatory	System Rated		1,200
Termination or Suspension ~ Notice of Cancellation to Third Parties	Included		0
Additional Insured - Students While In Internship/Work Study Program	System Rated		720
Exclusions - Silica (Schools)	Flat Charge		25
Violent Event Response Coverage For Schools	Flat Charge		3,713
Cyber Suite Coverage Endorsement	Flat Charge		6,513
Sexual Misconduct Liability Coverage	Flat Charge		11,718
<b>TOTAL MISCELLANEOUS CHARGES</b>			<b>25,533</b>

Policy Number TB2-Z51-293452-022  
Issued by Liberty Mutual Fire Insurance Co.

## **Inventory Coverage Forms/Parts, Endorsements, Enclosures**

COVERAGE FORMS/PARTS, ENDORSEMENTS AND ENCLOSURES FORMING A PART OF THIS POLICY AT INCEPTION:

**Form Number/Edition Date      Title**

### **COMMON POLICY FORMS**

LIL 90 04 06 13	ANNUAL MEETING NOTICE
LC 00 04 08 12	COMMERCIAL GENERAL LIABILITY DECLARATIONS
LCS 00 01 05 12	DECLARATIONS EXTENSION SCHEDULE - CLASSIFICATION DESCRIPTIONS
LCS 00 02 05 12	DECLARATIONS EXTENSION SCHEDULE
LCS 00 03 05 12	DECLARATIONS EXTENSION SCHEDULE MISCELLANEOUS CHARGES
IC 00 42 07 09	Inventory Coverage Forms/Parts, Endorsements, Enclosures
IL 00 17 11 98	Common Policy Conditions
IL 02 50 09 08	Tennessee Changes - Cancellation And Nonrenewal

### **COMMERCIAL GENERAL LIABILITY**

CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
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#### **Coverage Endorsement(s)**

CG 04 35 12 07	Employee Benefits Liability Coverage
CG 22 67 10 93	CORPORAL PUNISHMENT
LC 25 13 08 08	Non-Cumulation of Liability (Same Occurrence)
LC 29 04 08 08	Personal and Advertising Injury - Definition of Publication
LC 29 06 08 08	Personal and Advertising Injury - Occurrence Redefined
LC 99 36 02 13	PREMIUM RESPONSIBILITY ENDORSEMENT
LC 99 44 07 18	SCHOOL AMENDATORY ENDORSEMENT
LIL 90 09 05 17	PUBLIC ENTITY IMMUNITY AND TORT CAP PRESERVATION ENDORSEMENT
LIM 99 01 05 11	NOTICE OF CANCELLATION TO THIRD PARTIES
LC 04 78 02 20	Violent Event Response Coverage For Schools
LC 04 74 02 20	Cyber Suite Coverage Endorsement
LC 04 91 07 21	Sexual Misconduct Liability Coverage

#### **Additional Insured(s)**

LC 20 50 02 14	ADDITIONAL INSURED - STUDENTS WHILE IN INTERNSHIP/WORK STUDY PROGRAMS
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#### **TRIA Exclusion(s)**

<b>Form Number/Edition Date</b>	<b>Title</b>
CG 21 70 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 26 86 01 15	ARKANSAS EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 26 93 01 15	ALASKA EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

**Other Exclusion(s)**

CG 21 06 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG 21 47 12 07	Employment-Related Practices Exclusion
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
LC 21 01 06 05	Asbestos Exclusion Endorsement
LC 21 04 06 05	Discrimination Exclusion
LC 21 06 06 07	Lead Exclusion
LC 21 91 09 12	FUNGI OR BACTERIA EXCLUSION (LEGIONELLA BACTERIUM EXCLUDED)
LC 21 110 08 18	EXCLUSION - LAW ENFORCEMENT PROFESSIONAL LIABILITY
LC 21 111 02 14	EXCLUSION - SILICA (SCHOOLS)
LC 21 112 02 14	Exclusion - Trampolines

**NOTICE(S) TO POLICYHOLDER**

IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
SNI 04 01 12 20	LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE
SNI 90 01 12 18	POLICYHOLDER NOTICE - COMPANY CONTACT INFORMATION
SNI 90 02 01 20	TERRORISM RISK INSURANCE ACT

## Common Policy Conditions

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

### A. CANCELLATION

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

### B. CHANGES

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

### C. EXAMINATION OF YOUR BOOKS AND RECORDS

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

### D. INSPECTIONS AND SURVEYS

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or

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- b. Comply with laws, regulations, codes or standards.
- 3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### **E. PREMIUMS**

The first Named Insured shown in the Declarations:

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

#### **F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TENNESSEE CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

**A.** Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

**5.** If this policy is cancelled, we will send the first Named Insured any premium refund due.

The refund will be pro rata if:

- a.** We cancel; or
- b.** The policy is cancelled at the request of a premium finance company that has financed this policy under a premium finance agreement.

The refund may be less than pro rata if the first Named Insured cancels the policy.

The cancellation will be effective even if we have not made or offered a refund.

**B.** The following is added to the **Cancellation** Common Policy Condition:

### **CANCELLATION OF POLICIES IN EFFECT FOR 60 DAYS OR MORE**

If this policy has been in effect for 60 days or more, or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- 1.** Nonpayment of premium, including any additional premium, calculated in accordance with our current rating manual, justified by a physical change in the insured property or a change in its occupancy or use;

**2.** Your conviction of a crime increasing any hazard insured against;

**3.** Discovery of fraud or material misrepresentation on the part of either of the following:

- a.** You or your representative in obtaining this insurance; or
- b.** You in pursuing a claim under this policy;

**4.** Failure to comply with written loss control recommendations;

**5.** Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;

**6.** Determination by the insurance commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of Tennessee or any other state;

**7.** Your violation or breach of any policy terms or conditions; or

**8.** Other reasons that are approved by the insurance commissioner.

Notice of cancellation will state the reason for cancellation.

- C. The following is added and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and agent, at least 60 days before the expiration date unless:
  - a. We have offered to issue a renewal policy; or
  - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's addresses shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

- D. The following is added to the **Premiums** Common Policy Condition:

Whenever an insurance policy which is financed with a premium finance company is cancelled, the insurer shall return, within 30 days after the effective date of the cancellation, whatever gross unearned premiums are due under the insurance policy directly to the premium finance company for the account of the first Named Insured.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

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

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

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

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

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

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

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

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

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

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

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

### c. Liquor Liability

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

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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

## **f. Pollution**

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

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

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

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

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

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

**h. Mobile Equipment**

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

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

**i. War**

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

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

**j. Damage To Property**

"Property damage" to:

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

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

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

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

**m. Damage To Impaired Property Or Property Not Physically Injured**

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

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

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

**n. Recall Of Products, Work Or Impaired Property**

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

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

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

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

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

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

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

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

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

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

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

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

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

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

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

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

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

## **2. Exclusions**

This insurance does not apply to:

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

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

### **b. Material Published With Knowledge Of Falsity**

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

### **c. Material Published Prior To Policy Period**

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

### **d. Criminal Acts**

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

### **e. Contractual Liability**

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

### **f. Breach Of Contract**

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

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

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

### **h. Wrong Description Of Prices**

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



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

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

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

**j. Insureds In Media And Internet Type Businesses**

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

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

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

**l. Unauthorized Use Of Another's Name Or Product**

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

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

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

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

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

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

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

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

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

### e. Athletics Activities

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

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

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

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

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b.** This insurance applies to such liability assumed by the insured;
  - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f.** The indemnitee:
    - (1)** Agrees in writing to:
      - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
      - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2)** Provides us with written authorization to:
      - (a)** Obtain records and other information related to the "suit"; and
      - (b)** Conduct and control the defense of the indemnitee in such "suit".

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

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

## **SECTION II – WHO IS AN INSURED**

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

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

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

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

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

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

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

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

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

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
    - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
  - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

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

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

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

#### 4. Other Insurance

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

##### a. Primary Insurance

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

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

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

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

##### c. Method Of Sharing

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

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

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

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

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

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

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

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

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

### SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

**9.** "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**10.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

**11.** "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.



However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

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

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

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

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2)** The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYEE BENEFITS LIABILITY COVERAGE

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
Employee Benefits Programs	\$ 1,000,000 each employee	\$ 1,000
	\$ 3,000,000 aggregate	
Retroactive Date:	07/01/2011	
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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CORPORAL PUNISHMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **a.** of paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is replaced by the following:

This insurance does not apply to:

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

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

- (1)** The use of reasonable force to protect persons or property; or
- (2)** Corporal punishment to your student administered by or at the direction of any insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Non-Cumulation of Liability  
(Same Occurrence)**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to paragraph 4. of the Limits of Insurance Section:

If one "occurrence" causes "personal and advertising injury" to which this policy applies and to which one or more prior and/or future liability policy(ies) issued to you by us also applies, then this policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such "occurrence".

2. The following is added to paragraph 5. of the Limits of Insurance Section:

If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future liability policy(ies) issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such "occurrence".

3. The final paragraph of the Limits of Insurance Section is replaced with the following:

The aggregate Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregated Limits of Insurance. However, the Each Occurrence Limit is the most we will pay for damages and Medical Expenses because of all "bodily injury" and "property damage" arising out of any one "occurrence" and the Personal and Advertising Injury Limit is the most we will pay for damage because of all "personal and advertising injury" arising out of any one "occurrence", regardless of the length of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Personal and Advertising Injury Redefined - Definition of Publication**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraphs **d.** and **e.** of the definition of "personal and advertising injury" are replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- d.** Oral or written "publication" directly to the public at large of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
- e.** **(1)** Oral or written "publication" directly to the public at large of material that violates a person's right of privacy;  
**(2)** Oral or written "publication" of material that violates a person's right of privacy by misappropriation of that person's name or likeness.

The following definition is added to the Definitions Section:

"Publication" means an insured's act of disseminating or broadcasting material or information. Publication does not include the wrongful appropriation, interception or retrieval of material or information by a third party or the insured's dissemination or broadcasting of material or information to a person who is the subject of the material or the information.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **Personal and Advertising Injury - Occurrence Redefined**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Paragraph **4.** of the Limits of Insurance section is replaced by the following:
- 4.** Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" arising out of any one "occurrence".
- B.** The definition of "occurrence" in the Definitions section is replaced by the following:
- "Occurrence" means:
- a.** With respect to "bodily injury" or "property damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
  - b.** With respect to "personal and advertising injury", an offense or series of related offenses.

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Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PREMIUM RESPONSIBILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART

Paragraph E. Premiums of the Common Policy Conditions is replaced by the following:

1. Each Named Insured is jointly and severally liable for all premiums due under this policy and for any other financial obligations of any Named Insured to us arising out of any agreements contained in this policy.
2. The first Named Insured will be the payee for any return premiums we pay.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHOOL AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

Paragraph 2. of provision L. **Medical Payments Limitation – Students** applies only when a Student Medical Expense Limit is shown below:

**Student Medical Expense Limit: \$ N/A                      Each Student**

**A. Professional Services Liability**

1. The following is added to Paragraph 1. **Insuring Agreement** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

"Bodily injury" arising out of the rendering of or failure to render "covered professional services" to others by an "employee" shall be deemed to be caused by an "occurrence" but only if such acts or omissions are committed within the scope of his or her employment by you.

With respect to **Section III – Limits Of Insurance**, Paragraph 5., any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. With respect to the Professional Services Liability insurance provided by this provision, the following exclusion is added to Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

**Professional Services Liability**

"Bodily injury" arising out of any act or omission that:

(1) Is in fact criminal, fraudulent, malicious or deliberately dishonest; or

(2) Occurs prior to the inception date of this coverage:

(a) Of which the insured had knowledge before the inception date of this coverage and reasonably could have expected a claim might result; or

(b) For which other valid and collectible insurance is available to the insured.

3. Except with respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, Paragraph 2.a.(1)(d) under **Section II – Who Is An Insured** does not apply to the rendering of or failure to render "covered professional services" by an "employee" within the scope of his or her employment by you.
4. For the purposes of coverage afforded under this endorsement, the following is added to **Section V – Definitions**:

"Covered professional services" means professional services, treatment, advice or instruction provided by nurses, psychologists, mental health counselors, psychometric counselors, occupational or physical therapists, hearing and speech therapists, athletic trainers, emergency medical technicians or paramedics.

5. The insurance afforded under this provision is excess over any of the other professional liability insurance whether primary, excess, contingent or on any other basis.

## **B. Medical Malpractice Limitation**

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

1. The rendering of or failure to render:
  - a. Medical, surgical, dental, x-ray, or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
2. The furnishing or dispensing of or failure to furnish or dispense drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

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

## **C. School Broadcasting And Publication – Personal And Advertising Injury Liability Extension**

1. Exclusion **j.(1)** under Paragraph **2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**, does not apply within the scope of your activities as a school.
2. The following is added to **Section IV – Commercial General Liability Conditions**:

### **Retraction Or Correction Of Erroneous Matter**

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

3. Paragraph **1.** under **Section V – Definitions** is replaced by:
  1. "Advertisement" means an announcement that is broadcast or published in the print, broadcast or electronic media to the general public or specific market segments about goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
    - a. Announcements that are published include material placed on the Internet or on similar electronic means of communication, but only with respect to your goods, products or services for the purpose of attracting customers or supporters; and
    - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

#### D. Expected Or Intended Injury Extension

Exclusion a. **Expected Or Intended Injury** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

##### a. Expected Or Intended Injury

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

#### E. Pollution Exclusion – Exception For Classroom Instruction Activities

1. The following is added to provision (1)(a) of Exclusion f., **Pollution** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**:

However, this exclusion does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

2. When the Total Pollution Exclusion endorsement CG 21 55 or CG 21 65 is made a part of this Policy, Paragraph 1. above does not apply and the following is added to provision (1) of Exclusion f. **Pollution** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** as amended by either endorsement CG 21 55 or CG 21 65:

However, this exclusion does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

#### F. Non-Owned Aircraft

Except with respect to the transportation of students, Exclusion g., **Aircraft, Auto Or Watercraft** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to an aircraft that an insured does not own, provided:

1. It is hired or chartered by or loaned to an insured with a trained, paid crew;
2. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
3. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### G. Unmanned Aircraft

1. Exclusion g., **Aircraft, Auto Or Watercraft** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended by adding the following:

This exclusion does not apply to unmanned aircraft operations if the:

- (1) Unmanned aircraft weighs less than 55 pounds and has a maximum airspeed of less than 100 miles per hour.
- (2) Operations comply with all Federal Aviation Administration Regulations and Requirements pertaining to unmanned aircraft; and



(3) Operations are included within the insured's operations as a school.

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

This insurance does not apply to "personal and advertising injury" arising out of unmanned aircraft operations included within the insured's operations as a school.

**H. Non-Owned Watercraft**

Except with respect to the transportation of students, Exclusion **g.(2), Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is not being used to carry persons or property for a charge;

The insurance afforded under this provision is excess over any of the other insurance whether primary, excess, contingent or on any other basis.

**I. Transportation Of Students Limitation**

With respect to the transportation of students, Exclusion **g., Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured. For the purpose of this exclusion the word hired includes any contract to furnish transportation of your students to and from schools.

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

**J. Personal Property Of Others – Care, Custody Or Control Extension**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to personal property of others while in the insured's care, custody or control. This insurance applies only to "property damage" arising out of the insured's operations as a school.
2. Except with respect to "property damage" resulting from the use of elevators, Exclusion **j.(4)**, under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, does not apply to the coverage provided by this provision.
3. Subject to 4. below, the most we will pay for "property damage" to personal property of others while in the insured's care, custody or control arising from any one "occurrence" is \$100,000. This amount is subject to the Each Occurrence Limit described in Paragraph 5. of **Section III – Limits Of Insurance**.
4. The most we will pay for the sum of all "property damage" to personal property of others while in the insured's care, custody or control in an annual policy period is \$100,000. This amount is subject to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits Of Insurance**.
5. We will not pay for "property damage", under this provision, until the amount of "property damage" exceeds \$250.

## K. Medical Payments Extension

If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part:

1. Paragraph 7. of **Section III – Limits Of Insurance** is replaced by the following:
  7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person other than your student. The Medical Expense Limit is the greater of:
    - a. \$15,000; or
    - b. The Medical Expense Limit shown in the Declarations.
2. Subparagraph (b) of Paragraph 1.a. **Insuring Agreement** under **Coverage C – Medical Payments** is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and

## L. Medical Payments Limitation – Students

1. If **Coverage C – Medical Payments** is not otherwise excluded from this Coverage Part, the following is added to Paragraph 2., **Exclusions** under **Section I – Coverage C – Medical Payments**:

We will not pay expenses for "bodily injury" to your students.
2. When a Student Medical Expense Limit is shown in the Schedule of this endorsement, Paragraph 1. of this provision does not apply and the following is added to **Section III – Limits Of Insurance**:

Subject to 5. above, the Student Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one of your students.

## M. Increased Cost Of Bail Bonds And Loss Of Earnings – Extension Of Supplementary Payments – Coverages A And B

**Supplementary Payments – Coverages A And B** is amended as follows:

1. Paragraph 1.b. is replaced by the following:
  - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## N. Criminal Acts Defense Expense Coverage

1. The following is added to **Supplementary Payments – Coverages A And B**:

Subject to a Criminal Acts Defense Expense Coverage Aggregate Amount of \$50,000 and at your request, we will reimburse the insured for "defense expenses" incurred in the defense of a criminal action or criminal proceeding brought against the insured and commencing during the policy period but only if:

  - a. The criminal action or criminal proceeding arose from acts committed within the scope of employment by you or while performing duties related to the conduct of your business; and

- b. The insured is acquitted or the charges are dropped; and
- c. The "defense expenses" are reported to us within one year of the acquittal or dropped charges.

We have no duty to defend the insured. The insured must select an attorney of his or her choice for representation in the criminal action or criminal proceeding. Our obligation to reimburse "defense expenses" ends when the Criminal Acts Defense Expense Coverage Aggregate Amount has been used up in the reimbursement of "defense expenses".

- 2. The coverage provided under Paragraph 1. of this provision does not apply to "defense expenses" incurred for:
  - a. Appeals after a guilty verdict is rendered at the first trial;
  - b. Any retrial upon an entry of a mistrial after verdict; or
  - c. Any retrial after appeal.
- 3. Regardless of the number of insureds, criminal actions or criminal proceedings, the Criminal Acts Defense Expense Coverage Aggregate Amount is the most we will reimburse all insureds under Paragraph 1. of this provision for the sum of all "defense expenses". If the policy period is for more than one year, the Criminal Acts Defense Expense Coverage Aggregate Amount applies separately to each consecutive annual period, and to any remaining period of less than 12 months starting with the beginning of the policy period. But if the policy period is extended after issuance for less than 12 months, the additional period will be deemed part of the last preceding period for the purposes of determining the Criminal Acts Defense Expense Coverage Aggregate Amount.
- 4. As used in this provision, "defense expenses" means those reasonable and necessary expenses that result from the defense of a specific criminal action or criminal proceeding brought against the insured, including:
  - a. Attorney and paralegal fees and expenses; and
  - b. Costs of legal proceedings"Defense expenses" does not include loss of earnings or any fines or penalties imposed by law.
- 5. The insurance provided by this provision does not apply if there is available to the insured:
  - a. Any other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis; or
  - b. Any other provision of this Policythat would also apply to the expenses covered under this provision.

#### **O. Extension Of Who Is An Insured**

- 1. Paragraph 2. of **Section II – Who Is An Insured** is amended to include as an insured:
  - a. Any of the following but only with respect to their duties in connection with the positions described below:
    - (1) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
    - (2) Any of your board members or commissioners if you are a public board or commission; or
    - (3) Any student teachers teaching as part of their educational requirements.

- b. Any club or organization, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization. Clubs or organizations include, but are not limited to:

- (1) Parent support groups or booster clubs;

- (2) Student groups; or

- (3) Alumni groups.

A club's or organization's directors, officers or members are also insureds, while acting within the scope of their duties for such club or organization.

- c. Any affiliated subsidiary, organization, board, commission, foundation or endowment that you own or control more than 50% of such entity.

The insurance provided by this provision does not apply if there is available to the insured any other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis that would apply to the insurance provided under this provision.

- d. Any of your students who are members of a safety patrol which you have organized or operate, but only for "bodily injury" or "property damage" that occurs while performing duties related to the conduct of such safety patrol. This includes the parents or legal guardian of such student, but only with respect to his or her liability as a parent or guardian because of "bodily injury" or "property damage" arising out of the operation of such safety patrol.

The insurance provided by this provision is excess over any of the other insurance available to the insured, whether primary, excess, contingent or on any other basis.

- 2. Definitions 5. and 19. under **Section V – Definitions**, are replaced by the following:

- 5. "Employee" includes a "leased worker" or a substitute teacher. "Employee" does not include a "temporary worker".

- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a substitute teacher.

## **P. Coverages A and B Extension – Co-Employees And Volunteer Workers**

Except with respect to "bodily injury" or "personal and advertising injury" to a person arising out of employment-related practices, **Section II – Who Is An Insured** is modified as follows:

- 1. Paragraph 2.a.(1)(a) is replaced by the following:

- 2. a. (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

- 2. Paragraph 2.a.(1)(b) is deleted.

Employment-related practices means refusal to employ that person, termination of that person's employment, or practices, policies, acts or omissions related to employment, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person.

## Q. Newly Acquired Or Formed Organizations

Paragraph 3.a. of **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

## R. Additional Insureds – By Contract, Agreement Or Permit

1. Paragraph 2. under **Section II – Who Is An Insured** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your Policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or part, by:

- a. Your ongoing operations performed for that person or organization;
- b. Premises or facilities owned or used by you; or
- c. Your maintenance, operation or use of equipment rented or leased to you by such person or organization.

With respect to Paragraph 1.a. above, a person's or organization's status as an insured under this provision ends when your operations for that person or organization are completed.

With respect to Paragraph 1.b. above, a person's or organization's status as an insured under this provision ends when their contract or agreement with you for such premises or facilities ends.

However:

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

2. This provision does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - (2) Supervisory, inspection, architectural or engineering activities;

- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omissions that results from the additional insured's sole negligence or wrongdoing;
  - e. To any lessor of equipment after the equipment lease expires, or
  - f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this Policy.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

## S. Additional Insured – Vendors

1. Paragraph 2. of **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that distribute or sell "your products" in the regular course of their business, hereafter referred to as vendors, to whom you are obligated by a written agreement to procure additional insured coverage under your Policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

### 2. Exclusions

With respect to the insurance provided by this provision, the following additional exclusions apply:

- a. This insurance does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in Paragraphs (4) or (6); or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from which you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. The insurance afforded to any person or organization as an insured under this provision:
  - a. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the Limits of Insurance provided by this Policy;
  - b. Does not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement attached to this Policy applies to that person or organization with regard to the "bodily injury" or "property damage";
  - c. Applies only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement; and
  - d. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs.

**T. Primary And Noncontributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

The following is added to Condition 4., **Other Insurance** under **Section IV – Commercial General Liability Conditions**:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your Policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

#### U. Property Damage Liability – Elevators

1. Paragraphs (3), (4), and (6) under Exclusion j., **Damage To Property of Section I – Coverage A – Bodily Injury And Property Damage Liability**, do not apply if such "property damage" results from the use of elevators.
2. The insurance afforded by this provision is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

#### V. Damage By Fire, Lightning, Explosion, Smoke Or Leakage

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**:
  - a. The fourth from the last Paragraph of Exclusion j., **Damage To Property** is replaced by the following:

Paragraphs (1), (3), and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.
  - b. The last Paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.
2. Paragraph 6. under **Section III – Limits Of Insurance**, is replaced by the following:
  6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems, while rented to you or temporarily occupied by you with permission of the owner. This limit is the greater of:
    - a. \$500,000; or
    - b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.
3. The word "fire" is replaced with "fire, lightning, explosion, smoke or leakage from automatic fire protection systems" where it appears in:
  - a. **Section IV – Commercial General Liability Conditions**, Condition 4., **Other Insurance**, Paragraph b. **Excess Insurance**, Paragraph (1)(a)(ii); and
  - b. **Section V – Definitions**, Paragraph 9.a.

#### W. Location(s) General Aggregate Limit

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which can be attributed only to operations at a single "location":
  - a. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.



b. The Location General Aggregate Limit is the most we will pay for the sum of all damages under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Section I – Coverage C – Medical Payments** regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **Section I – Coverage A – Bodily Injury And Property Damage Liability** for damages or under **Section I – Coverage C – Medical Payments** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".

d. 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 Location General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I – Coverage C – Medical Payments**, which cannot be attributed only to operations at a single "location":

a. Any payments made under **Coverage A – Bodily Injury And Property Damage Liability** for damages or under **Coverage C – Medical Payments** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit whichever is applicable; and

b. Such payments shall not reduce any Location General Aggregate Limit.

3. 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 Location General Aggregate Limit.

4. For the purposes of this provision, the following is added to **Section V – Definitions**:

"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.

5. The provisions of **Section III – Limits Of Insurance** not otherwise modified by this provision shall continue to apply as stipulated.

#### X. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us – When Required In A Written Contract Or Agreement With You**

The following Paragraph is added to Condition 8., **Transfer Of Rights Of Recovery Against Others To Us** under **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

a. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and

- b. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

#### **Y. Knowledge Of Occurrence, Offense, Claim Or Suit**

Except with respect to Professional Liability Paragraph **2.(2)(a)** in Section **A., Professional Services Liability** of this endorsement, the following is added to Condition **2., Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless your school superintendent, business manager or a person who has been designated by them to receive reports of "occurrences", offenses, claims and "suits" shall have received such notice from the agent, servant or "employee".

#### **Z. Failure To Disclose Hazards And Prior Occurrences**

The following is added to Condition **6., Representations** under **Section IV – Commercial General Liability Conditions**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the Policy shall not prejudice the coverage afforded by this Policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **AA. Liberalization Clause**

If we revise this School Amendatory Endorsement to provide more coverage without additional premium charge, your Policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **BB. Bodily Injury Redefined**

The definition of "bodily injury" in Paragraph **3.** of **Section V – Definitions** is replaced by the following:

- 3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PUBLIC ENTITY IMMUNITY AND TORT CAP PRESERVATION ENDORSEMENT**

This endorsement modifies all policies and endorsements providing liability coverage, including, but not limited to, the following:

COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART  
LAW ENFORCEMENT LIABILITY COVERAGE PART  
LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PUBLIC OFFICIALS LIABILITY COVERAGE PART  
SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

With respect to the amendments to the Coverage Parts made by this endorsement, the provisions of the Coverage Parts apply unless modified by this endorsement.

In consideration of our agreement to issue this policy for the premium charged:

**A.** The following is added to the **Insuring Agreement** or **Coverage** section as applicable:

The procurement of this insurance does not:

1. Waive or otherwise limit any immunity, defense or limitation on liability or damages available pursuant to "Immunity or Tort Cap Law"; or
2. Expand or increase the liability of any individual or entity beyond the liability that such individual or entity would be subject to if you had not procured this insurance.

**B.** The following exclusion is added:

To the fullest extent allowed by law, this insurance does not apply to any "Public Entity Liability" for which any insured would otherwise be immune or have no liability pursuant to an "Immunity or Tort Cap Law".

**C.** The following is added to the **Limits of Insurance** section:

1. For any "Public Entity Liability" for which an insured is not fully immune pursuant to "Immunity or Tort Cap Law", but instead is subject to limits or caps pursuant to any applicable "Immunity or Tort Cap Law", this policy will pay no more than the applicable federal or state law limit or cap, subject to the applicable Limits of Insurance shown on the Declarations page or applicable schedule of this policy.
2. For any "Public Entity Liability" for which an insured is neither fully immune pursuant to "Immunity or Tort Cap Law", nor subject to limits or caps pursuant to "Immunity or Tort Cap Law", the Limits of Liability apply as shown on the Declarations page or applicable schedule of this policy.

**D.** For the purposes of this endorsement the following definition is added:

"Immunity or Tort Cap Law" means any common law, or federal or state law, including, but not limited to, sovereign immunity or governmental immunity provided by common law or by any applicable federal or state tort claims act.

"Public Entity Liability" means any liability, damages, loss, injury, demand, claim, or suit as may be defined or used in any applicable Coverage Part.

Policy Number TB2-Z51-293452-022  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Roane County Schools	PO Box 643, Kingston, TN 37763	90

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIOLENT EVENT RESPONSE COVERAGE FOR SCHOOLS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Aggregate Limit – Response Expenses and Loss: \$ 1,000,000**

**Each Violent Event Limit – Response Expenses and Loss: \$ 1,000,000**

**Each Person Limit – Loss: \$ 25,000**

**Each Person Limit – Death Benefits \$ 15,000**

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 – Violent Event Response**

**1. Insuring Agreement**

**a. Response Expenses**

We will pay your "response expenses" that result from a "violent event" to which this insurance applies but only if the "response expenses" are incurred and reported to us within one year of the "violent event".

**b. Loss**

We will pay "loss" that results from a "violent event" to which this insurance applies but only if:

- (1)** The "loss" is incurred and reported to us within one year of the "violent event"; and
- (2)** For "death benefits", we receive a death certificate, or other evidence of death acceptable to us, within one year of the "violent event".

**c.** The amount we will pay under Paragraphs **a.** and **b.** above 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.

**2.** This insurance applies to a "violent event" only if the "violent event":

- a.** Commences during the policy period; and
- b.** Takes place in the "coverage territory" on premises that you own or lease, or during activities that you sponsor.

**3. Exclusions**

This insurance does not apply to:

**a. War**

"Response expenses" or "loss" arising directly or indirectly out of:

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

**b. Nuclear, Biological Or Chemical Events**

"Response expenses" or "loss" arising directly or indirectly out of:

- (1) A "violent event" that is carried out by means of dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- (2) A release of radioactive material, and it appears that one purpose of the "violent event" was to release such material; or
- (3) A "violent event" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (4) A release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the "violent event" was to release such materials.

**c. Sexual Misconduct And Molestation**

"Response expenses" or "loss" arising directly or indirectly out of:

- (1) Any actual or alleged sexual misconduct or sexual molestation of any person; and
- (2) Any allegations relating thereto that:
  - (a) An insured negligently employed, investigated, trained, supervised, reported to proper authorities or failed to so report, or retained a person whose conduct would be excluded by (1) above; or
  - (b) Are based on an alleged practice, custom or policy, including but not limited to any allegation that a person's civil rights have been violated.

**d. Suicide Or Self-Inflicted Injury**

"Death benefits" for an insured who commits suicide, attempts suicide, or intentionally self-inflicts injury, while sane or insane.

**e. Defense Of A Claim**

The defense of a claim or "suit" against an insured for liability arising out of a "violent event".

**f. Third Party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

**g. Pollution**

"Response expenses" or "loss" arising directly or indirectly out of 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".

**h. Asbestos**

"Response expenses" or "loss" arising directly or indirectly out of any:

- (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust; 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 asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust.

**i. Lead**

"Response expenses" or "loss" arising directly or indirectly out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead or lead contained in goods, products or materials; 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 lead or lead contained in goods, products or materials.

**j. Silica**

"Response expenses" or "loss" arising directly or indirectly out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise; 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 silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise.

**k. Fungi Or Bacteria**

"Response expenses" or "loss" arising directly or indirectly 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. For the purpose of this exclusion, fungi means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.



**I. Workers Compensation And Similar Laws**

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

**m. Aircraft, Watercraft, Motorized Vehicles Or Equipment**

"Response expenses" or "loss" arising out of the ownership, maintenance or use of any motorized vehicle or equipment, including, but not limited to, any aircraft, watercraft, "auto", recreational vehicle, snowmobile, motorcycle, motorbike, golf cart, or self-propelled "mobile equipment".

**n. Perpetrators**

Any perpetrator(s) of, or any person participating in the planning or execution of, any "violent event".

**o. Governmental Services**

"Response expenses" for any services provided by a governmental entity. This exclusion does not apply to services that are customarily charged to the public.

- B.** For the purposes of the coverage provided by this endorsement, **Section II – Who Is An Insured** is replaced by the following:

**Section II – Who Is An Insured**

1. You are an insured.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" or your "employees";
  - b. Any of your trustees or members of your Board of Governors, if you are a private charitable or educational institution;
  - c. Any of your board members or commissioners, if you are a public board or commission;
  - d. Any of your graduate teaching assistants or your student teachers;
  - e. Any of your students; or
  - f. Any parent support group and their members, if they have been specifically authorized by you.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to a "violent event" that commenced before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations

- C.** For the purposes of the coverage provided by 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 of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds; or
  - b. Claims made; or
  - c. Perpetrators; or
  - d. The number of policy periods over which the "violent event" takes place. If the "violent event" takes place over more than one policy period, the limits of insurance applicable when the "violent event" first commenced will apply.
2. The Aggregate Limit – Response Expenses and Loss is the most we will pay for the sum of all "response expenses" and "loss" arising out of all "violent events".
3. Subject to Paragraph 2. above, the Each Violent Event Limit – Response Expenses and Loss is the most we will pay for the sum of all "response expenses" and "loss" arising out of any one "violent event".
4. Subject to Paragraph 3. above, the Each Person Limit – Loss is the most we will pay for the sum of all "loss" because of injury or death sustained by any one insured.
5. Subject to Paragraph 4. above, the Each Person Limit - Death Benefits is the most we will pay for "death benefits" because of death sustained by any one insured.
6. 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, 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.
7. If it is likely that the Aggregate Limit – Response Expenses and Loss, or the Each Violent Event Limit – Response Expenses and Loss, will be exhausted before all "response expenses" or "loss" are paid:
  - a. "Response expenses" and "loss" stemming from a single "violent event" will be prioritized and payable in the following order:
    - (1) Death benefits;
    - (2) Medical expenses;
    - (3) Funeral expenses;
    - (4) Personal counseling services for an insured who has sustained "serious bodily injury" or was held as a "hostage";
    - (5) Personal counseling services for the immediate family of an insured who has sustained "serious bodily injury" or was held as a "hostage";
    - (6) Group counseling services;
    - (7) "Loss of income";
    - (8) "Wages" of temporary personnel;
    - (9) Rental of comparable substitute premises;

(10) Additional expense for the transportation of your students;

(11) Security services; and

(12) Public relations consultant and related media and communication costs.

b. "Violent events" will be recognized in the order that they are reported to us in accordance with Condition **2. Duties In The Event Of A Violent Event** under **Section IV – Commercial General Liability Conditions**.

c. "Response expenses" and "loss" arising from a "violent event" will be paid in the order that they are reported to us in accordance with Condition **2. Duties In The Event Of A Violent Event** under **Section IV – Commercial General Liability Conditions**.

d. "Response expenses" and "loss" reported on the same day will be pro-rated if a reduction in "response expenses" and "loss" is warranted because the Aggregate Limit or Each Violent Event Limit will be exhausted.

D. 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 A Violent Event**

a. You must see to it that we are notified as soon as practicable of a "violent event" which may result in "response expenses" or "loss". To the extent possible, notice should include:

(1) How, when and where the "violent event" took place;

(2) The names and addresses of any injured persons and witnesses;

(3) The nature and location of any injury arising out of the "violent event"; and

(4) Copies of police reports.

b. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence, demands or service invoices received in connection with "response expenses" or "loss";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in the investigation of a "violent event".

## **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a "loss" we cover under this Violent Event Response Coverage For Schools endorsement, our obligations are limited as follow:

### **a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. When 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**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is medical expense insurance; or
- (2) That covers rental of comparable substitute premises.

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:

- (1) The total amount that all such other insurance would pay for the "loss" in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

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

**E. For the purposes of the coverage provided by this endorsement, the following conditions are added to Section IV – Commercial General Liability Conditions:**

**1. Liability Under Other Coverages Or Policies**

Payment of "response expenses" or "loss" under this endorsement is not an admission of liability under other coverages provided by this Policy or other policies issued to you by us or our affiliates.

**2. Loss Payable**

All claims will be payable upon receipt and acceptance by us of the following:

- a. For "death benefits":
  - (1) A death certificate; or
  - (2) Other evidence of the death.
- b. For claims for "loss of income", written documentation provided by the employer of the person sustaining the "loss of income". If a person is self-employed, then such person must provide tax returns and other necessary records to document their "loss of income".
- c. For claims for other "loss" and "response expenses", service invoices or other pertinent documentation.

**3. Concealment Or Fraud**

We will not provide coverage to you, or any other insured, who at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "violent event", or "loss" or "response expenses" incurred under this endorsement.

F. For the purposes of the coverage provided by this endorsement, Definition **19.** of the **Definitions** section is replaced by the following:

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a substitute teacher.

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

1. "Care provider" means "child", spouse or "parent" who provides direct care to an insured.
2. "Child" means a natural child, adopted child, foster child, stepchild or legal ward.
3. "Death benefits" means an amount payable to the estate of a deceased insured. This does not include medical expenses or funeral expenses.
4. "Hostages" means persons who are held captive by someone who threatens to inflict "serious bodily injury" and the circumstances of the threat are such that a reasonable person would conclude that the captives are at risk of "serious bodily injury".

5. "Loss" means:

a. Reasonable and necessary expenses incurred by or on behalf of the insured for the following:

- (1) Personal counseling services for up to 90 days after a "violent event" for any insured who has sustained "serious bodily injury" or was held as a "hostage".
- (2) Personal counseling services for up to 90 days after a "violent event" for the immediate family of any insured who has sustained "serious bodily injury" or was held as a "hostage".
- (3) Medical expenses including:
  - (a) First aid administered at the time of a "violent event";
  - (b) Necessary medical, surgical, x-ray and dental services, including physical therapy and prosthetic devices; and
  - (c) Necessary ambulance (including emergency airlift), hospital and professional nursing services.
- (4) Funeral expenses for a deceased insured for funeral services, preparation for burial and burial including, but not limited to, payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial.

b. Sixty percent of "loss of income" for:

- (1) An insured who sustains "serious bodily injury"; or
- (2) An insured held as a "hostage"; or
- (3) The "care provider" of an insured in provision (1) or (2) above;

for up to 30 days after the "violent event" and up to a maximum amount of \$3,500.

In the event that another policy, program or plan pays a portion of the "loss of income" but less than sixty percent of the "loss of income", then we will pay the difference between that portion and the sixty percent of the "loss of income".

c. "Death benefits".

"Loss" does not include any expenses incurred by you.

6. "Loss of income" means loss of actual gross income being paid on the date the person sustained "serious bodily injury" as a result of a "violent event". "Loss of income" does not include:
  - a. Any "loss" after the date on which an injured person dies; or
  - b. Potential income that may have been received from overtime hours, on-call pay or similar types of compensation; or
  - c. Compensation for paid sick leave, short-term disability, long-term disability, or family leave that was utilized because of the "serious bodily injury".
7. "Parent" means a natural parent, foster parent, adoptive parent, stepparent or legal guardian.
8. "Response expenses" means reasonable and necessary expenses incurred by you for the following:
  - a. Additional expense for the transportation of your students to and from a substitute premises for up to 30 days after a "violent event".
  - b. Public relations consultant and related media and communication costs for up to 30 days after a "violent event".
  - c. Security services for up to 15 days after a "violent event".
  - d. Group counseling services for an insured for up to 60 days after a "violent event".
  - e. Rental of comparable substitute premises for up to 30 days after the "violent event".
  - f. "Wages" of temporary personnel, hired to replace "employees" who have sustained "serious bodily injury" during a "violent event", for up to 30 days after the "violent event". Such "wages" shall not exceed the "wages" received by the "employee" being replaced.
9. "Serious bodily injury" means:
  - a. Death of a person; or
  - b. Other physical injury sustained by a person that causes serious impairment of body function, or permanent serious disfigurement. For the purpose of this definition, serious impairment of body function means an objectively manifested impairment of an important body function that affects the person's general ability to lead her or his normal life.

"Serious bodily injury" does not include emotional or mental injury.

10. "Violent event" means an event that:
  - a. Is caused by an intentional criminal act or a series of related intentional criminal acts; and
  - b. Involves the use of a physical object, instrument, device, tool or weapon, other than the human body, for the purpose of injuring any person; and
  - c. Results in two or more persons, other than the perpetrator, sustaining "serious bodily injury" or being held as "hostages".

A "violent event" starts when the first act or the first of a series of related acts begins. A "violent event" ends the earlier of the following times:

- a. When the act is concluded; or
- b. When the last in a series of acts is concluded; or

c. When the premises have been secured by proper civil authority.

11. "Wages" means compensation you pay an "employee" for his or her work, including the cost of pension or retirement benefit plans or welfare benefit plans.

#### **H. Terrorism**

When a terrorism endorsement is made a part of the Commercial General Liability Coverage Part, any injury or damage excluded by the endorsement is amended to include "response expenses" and "loss".

Policy Number TB2-Z51-293452-022  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CYBER SUITE COVERAGE ENDORSEMENT**

THIS ENDORSEMENT CONTAINS SOME CLAIMS-MADE COVERAGE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following Cyber Suite Coverage has been endorsed onto your Commercial General Liability coverage as a matter of convenience for policy issuance. The coverage and service provided under this endorsement are separate from your Commercial General Liability coverage. Cyber Suite Coverage includes reimbursement of specified legal expenses as well as defense and liability against certain claims, but such coverage is subject to the coverage limits set forth in this endorsement. The limits and deductibles applicable to this endorsement are separate from the limits and deductibles that apply to your Commercial General Liability coverage. The Common Policy Conditions apply to coverage under this Cyber Suite Coverage.

Throughout this Coverage Endorsement (hereinafter referred to as "Cyber Suite Coverage"), the words "you" and "your" refer to the Named Insured(s) shown in the Policy Declarations and any other person(s) or organization(s) qualifying as a Named Insured under this Cyber Suite Coverage. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotations have special meaning. Refer to **Definitions**.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this Cyber Suite Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

**Cyber Suite Schedule**

**Cyber Suite Aggregate Limits**

<b>Cyber Suite Annual Aggregate Limit</b>	<b>\$</b>
<b>First Party Annual Aggregate Limit:</b>	<b>\$ 1,000,000</b>
<b>Third Party Annual Aggregate Limit:</b>	<b>\$ 1,000,000</b>
<b>Cyber Suite Deductible Per Occurrence:</b>	<b>\$ 10,000</b>

**First Party Coverages**

<b>Data Compromise Response Expenses</b>	<b>Included</b>
<b>Sublimits Per Occurrence</b>	
Forensic IT Review:	\$ 500,000
Legal Review:	\$ 500,000
Public Relations:	\$ 5,000
Regulatory Fines and Penalties:	\$ 500,000
PCI Fines and Penalties:	\$ 500,000
<b>Computer Attack</b>	<b>Included</b>
<b>Sublimits Per Occurrence</b>	
Loss of Business:	\$ 500,000
Public Relations:	\$ 5,000
<b>Cyber Extortion</b>	<b>Included</b>
<b>Sublimit Per Occurrence:</b>	<b>\$ 25,000</b>



<b>Misdirected Payment Fraud Sublimit Per Occurrence:</b>	<b>Included \$ 25,000</b>
<b>Computer Fraud Sublimit Per Occurrence:</b>	<b>Included \$ 25,000</b>

**Third Party Coverages**

<b>Data Compromise Liability</b>	<b>Included</b>
<b>Network Security Liability</b>	<b>Included</b>
<b>Electronic Media Liability</b>	<b>Included</b>

**A. Coverage**

The coverages listed in this section apply only if a Limit is shown in the Cyber Suite Schedule.

**1. Data Compromise Response Expenses**

- a. Data Compromise Response Expenses applies only if all of the following conditions are met:
  - (1) There has been a "personal data compromise";
  - (2) Such "personal data compromise" took place in the "coverage territory";
  - (3) Such "personal data compromise" is first discovered by you during the "policy period"; and
  - (4) Such "personal data compromise" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.
- b. If the conditions listed in Paragraph a. above have been met, then we will provide coverage for the following expenses when they arise directly from such "personal data compromise" and are necessary and reasonable. Paragraph (4) and (5) below apply only if there has been a notification of the "personal data compromise" to "affected individuals" as covered under Paragraph (3) below.

**(1) Forensic IT Review**

We will pay for a professional information technologies review, if needed, to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals".

This does not include costs to analyze, research or determine any of the following:

- (a) Vulnerabilities in systems, procedures or physical security;
- (b) Compliance with Payment Card Industry or other industry security standards; or
- (c) The nature or extent of "loss" or damage to data that is not "personally identifying information" or "personally sensitive information".

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

**(2) Legal Review**

We will pay for a professional legal counsel review of the "personal data compromise" and how you should best respond to it.

If there is reasonable cause to suspect that a covered "personal data compromise" may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered "personal data compromise". However, once it is determined that there was no covered "personal data compromise", we will not pay for any further costs.

### **(3) Notification To Affected Individuals**

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals".

### **(4) Services To Affected Individuals**

We will pay your necessary and reasonable costs to provide the following services to "affected individuals". Services **(c)** and **(d)** below apply only to "affected individuals" from "personal data compromise" events involving "personally identifying information".

#### **(a) Informational Materials**

A packet of loss prevention and customer support information.

#### **(b) Help Line**

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise". Where applicable, the line can also be used to request additional services as listed in Paragraphs **(c)** and **(d)** below.

#### **(c) Credit Report And Monitoring**

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

#### **(d) Identity Restoration Case Management**

As respects any "affected individual" who is or appears to be a victim of "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

### **(5) Public Relations**

We will pay for a professional public relations firm review of, and response to, the potential impact of the "personal data compromise" on your business relationships.

This includes necessary and reasonable costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for:

**(a)** Promotions provided to any of your directors or employees; or

**(b)** Promotion costs exceeding \$25 per "affected individual".

### **(6) Regulatory Fines And Penalties**

We will pay for any fine or penalty imposed by law, to the extent such fine or penalty is legally insurable under the law of the applicable jurisdiction.

## **(7) PCI Fines And Penalties**

We will pay for any Payment Card Industry fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

## **2. Computer Attack**

a. Computer Attack coverage applies only if all of the following conditions are met:

- (1)** There has been a "computer attack";
- (2)** Such "computer attack" occurred in the "coverage territory";
- (3)** Such "computer attack" is first discovered by you during the "policy period"; and
- (4)** Such "computer attack" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

b. If the conditions listed in Paragraph a. above have been met, then we will provide you the following coverages for "loss" directly arising from such "computer attack".

### **(1) Data Restoration**

We will pay your necessary and reasonable "data restoration costs".

### **(2) Data Re-creation**

We will pay your necessary and reasonable "data re-creation costs".

### **(3) System Restoration**

We will pay your necessary and reasonable "system restoration costs".

### **(4) Loss Of Business**

We will pay your actual "business income and extra expense loss" incurred during the "period of restoration".

### **(5) Extended Income Recovery**

If you suffer a covered "business income and extra expense loss" resulting from a "computer attack" on a "computer system" owned or leased by you and operated under your control, we will pay your actual "extended income loss".

### **(6) Public Relations**

If you suffer a covered "business income and extra expense loss", we will pay for the services of a professional public relations firm to assist you in communicating your response to the "computer attack" to the media, the public and your customers, clients or members.

## **3. Cyber Extortion**

a. Cyber Extortion coverage applies only if all of the following conditions are met:

- (1)** There has been a "cyber extortion threat";
- (2)** Such "cyber extortion threat" is first made against you during the "policy period"; and

(3) Such "cyber extortion threat" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first made against you.

b. If the conditions listed in Paragraph **a.** above have been met, then we will pay for your necessary and reasonable "cyber extortion expenses" arising directly from such "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.

c. You must make every reasonable effort not to divulge the existence of this Cyber Extortion coverage.

#### **4. Misdirected Payment Fraud**

a. Misdirected Payment Fraud coverage applies only if all of the following conditions are met:

(1) There has been a "wrongful transfer event" against you;

(2) Such "wrongful transfer event" took place in the "coverage territory";

(3) Such "wrongful transfer event" is first discovered by you during the "policy period";

(4) Such "wrongful transfer event" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and

(5) Such "wrongful transfer event" is reported in writing by you to the police.

b. If the conditions listed above in Paragraph **a.** above have been met, then we will pay your necessary and reasonable "wrongful transfer costs" arising directly from the "wrongful transfer event".

#### **5. Computer Fraud**

a. Computer Fraud coverage applies only if all of the following conditions are met:

(1) There has been a "computer fraud event" against you;

(2) Such "computer fraud event" took place in the "coverage territory";

(3) Such "computer fraud event" is first discovered by you during the "policy period";

(4) Such "computer fraud event" is reported to us within 60 days after the date it is first discovered by you; and

(5) Such "computer fraud event" is reported in writing by you to the police.

b. If the conditions listed in Paragraph **a.** above have been met, then we will pay your necessary and reasonable "computer fraud costs" arising directly from the "computer fraud event".

#### **6. Data Compromise Liability**

a. Data Compromise Liability coverage applies only if all of the following conditions are met:

(1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of one of the following:

(a) A "claim"; or

(b) A "regulatory proceeding".

- (2) Such "claim" or "regulatory proceeding" must arise from a "personal data compromise" that:
  - (a) Took place during the "coverage term";
  - (b) Took place in the "coverage territory"; and
  - (c) Was submitted to us and insured under Data Compromise Response Expenses.
- (3) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in Paragraph a. above have been met, then we will pay on your behalf any covered:
  - (1) "Loss" directly arising from the "claim"; or
  - (2) "Defense costs" directly arising from a "regulatory proceeding".
- c. All "claims" and "regulatory proceedings" arising from a single "personal data compromise" or interrelated "personal data compromises" will be deemed to have been made at the time that notice of the first of those "claims" or "regulatory proceedings" is received by you.

## 7. Network Security Liability

- a. Network Security Liability coverage applies only if all of the following conditions are met:
  - (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from a "network security incident" that:
    - (a) Took place during the "coverage term";
    - (b) Took place in the "coverage territory"; and
  - (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in Paragraph a. above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".
- c. All "claims" arising from a single "network security incident" or interrelated "network security incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

## 8. Electronic Media Liability

- a. Electronic Media Liability coverage applies only if all of the following conditions are met:
  - (1) During the "policy period" or any applicable Extended Reporting Period, you first receive notice of a "claim" which arises from an "electronic media incident" that:
    - (a) Took place during the "coverage term";
    - (b) Took place in the "coverage territory"; and
  - (2) Such "claim" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.
- b. If the conditions listed in Paragraph a. above have been met, then we will pay on your behalf any covered "loss" directly arising from the "claim".

- c. All "claims" arising from a single "electronic media incident" or interrelated "electronic media incidents" will be deemed to have been made at the time that notice of the first of those "claims" is received by you.

## **B. Exclusions**

The following exclusions apply to this coverage:

We will not pay for costs or "loss" arising from the following:

1. Nuclear reaction or radiation or radioactive contamination, however caused.
2. War and military action including any of the following and any consequence of any of the following:
  - a. War, including undeclared or civil war;
  - b. Warlike action by 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, political violence or action taken by governmental authority in hindering or defending against any of these.
3. Failure or interruption of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.
4. Any attack on, incident involving, or loss to any computer or system of computers that is not a "computer system".
5. Costs to research or correct any deficiency.
6. Any fines or penalties other than those explicitly covered under Data Compromise Response Expenses.
7. Any criminal investigations or proceedings.
8. Your intentional or willful complicity in a covered "loss" event.
9. Your reckless disregard for the security of your "computer system" or data, including confidential or sensitive information of others in your care, custody or control.
10. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
11. Any "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event", "computer fraud event" or "wrongful act" occurring before the "coverage term".
12. That part of any "claim" seeking any non-monetary relief. However, this exclusion does not apply to "defense costs" arising from an otherwise insured "wrongful act".
13. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
14. Any oral or written publication of material, if done by you or at your direction with knowledge of its falsity.

15. "Property damage" or "bodily injury" other than mental anguish or mental injury alleged in a "claim" covered under Electronic Media Liability.

## **C. Limits Of Insurance**

### **1. Aggregate Limits**

The First Party Annual Aggregate Limit shown in the Cyber Suite Schedule is the most we will pay for all "loss" under all the Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, and Computer Fraud coverages in any one "policy period". The First Party Annual Aggregate Limit shown in the Cyber Suite Schedule applies regardless of the number of insured events first discovered during the "policy period".

Except for post-judgment interest, the Third Party Annual Aggregate Limit shown in the Cyber Suite Schedule is the most we will pay for all "loss" under all the Data Compromise Liability, Network Security Liability and Electronic Media Liability coverages in any one "policy period" or any applicable Extended Reporting Period. The Third Party Annual Aggregate Limit shown in the Cyber Suite Schedule applies regardless of the number of insured "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

If a Cyber Suite Annual Aggregate Limit is shown in the Cyber Suite Schedule, then, except for post-judgment interest, the Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule is the most we will pay for all "loss" under all applicable coverage sections in any one "policy period" or any applicable Extended Reporting Period. The Cyber Suite Annual Aggregate Limit shown in the Cyber Suite Schedule applies regardless of the number of insured events first discovered or "claims" or "regulatory proceedings" first received during the "policy period" or any applicable Extended Reporting Period.

### **2. Coverage Sublimits**

#### **a. Data Compromise Sublimits**

The most we will pay under Data Compromise Response Expenses for Forensic IT Review, Legal Review, Public Relations, Regulatory Fines and Penalties and PCI Fines and Penalties coverages for "loss" arising from any one "personal data compromise" is the applicable sublimit for each of those coverages shown in the Cyber Suite Schedule.

These sublimits are part of, and not in addition to, the First Party Annual Aggregate Limit shown in the Cyber Suite Schedule. Public Relations coverage is also subject to a limit per "affected individual" as described in Paragraph **A.1.b.(5)**.

#### **b. Computer Attack Sublimits**

The most we will pay under Computer Attack for Loss of Business and Extended Income Recovery coverages for "loss" arising from any one "computer attack" is the applicable Loss of Business sublimit shown in the Cyber Suite Schedule. The most we will pay under Computer Attack for Public Relations coverage for "loss" arising from any one "computer attack" is the applicable Public Relations sublimit shown in the Cyber Suite Schedule. These sublimits are part of, and not in addition to, the First Party Annual Aggregate Limit shown in the Cyber Suite Schedule.

#### **c. Cyber Extortion Sublimit**

The most we will pay under Cyber Extortion coverage for "loss" arising from one "cyber extortion threat" is the applicable sublimit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the First Party Annual Aggregate Limit shown in the Cyber Suite Schedule.

#### **d. Misdirected Payment Fraud Sublimit**

The most we will pay under Misdirected Payment Fraud coverage for "loss" arising from one "wrongful transfer event" is the applicable sublimit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the First Party Annual Aggregate Limit shown in the Cyber Suite Schedule.

#### **e. Computer Fraud Sublimit**

The most we will pay under Computer Fraud coverage for "loss" arising from one "computer fraud event" is the applicable sublimit shown in the Cyber Suite Schedule. This sublimit is part of, and not in addition to, the First Party Annual Aggregate Limit.

### **3. Application of Limits**

- a.** A "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event" or "computer fraud event" may be first discovered by you in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event" or "computer fraud event" will be subject to the limit of insurance applicable to the "policy period" when the "computer attack", "cyber extortion threat", "personal data compromise", "wrongful transfer event" or "computer fraud event" was first discovered by you.
- b.** You may first receive notice of a "claim" or "regulatory proceeding" in one "policy period" but it may cause insured "loss" in one or more subsequent "policy periods". If so, all insured "loss" arising from such "claim" or "regulatory proceeding" will be subject to the limit of insurance applicable to the "policy period" when notice of the "claim" or "regulatory proceeding" was first received by you.
- c.** The limit of insurance for the Extended Reporting Periods (if applicable) will be part of, and not in addition to, the limit of insurance for the immediately preceding "policy period".
- d.** Coverage for Services to Affected Individuals under Data Compromise Response Expenses is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

### **D. Deductibles**

- 1.** We will not pay for "loss" until the amount of the insured "loss" exceeds the deductible amount shown in the Cyber Suite Schedule. We will then pay the amount of "loss" in excess of the applicable deductible amount, subject to the applicable limits shown in the Cyber Suite Schedule. You will be responsible for the applicable deductible amount.
- 2.** The deductible will apply to all:
  - a.** "Loss" arising from the same insured event or interrelated insured events under Data Compromise Response Expenses, Computer Attack, Cyber Extortion, Misdirected Payment Fraud, or Computer Fraud.
  - b.** "Loss" resulting from the same "wrongful act" or interrelated "wrongful acts" insured under Data Compromise Liability, Network Security Liability or Electronic Media Liability.
- 3.** In the event that "loss" is insured under more than one coverage section, only the single highest deductible applies.

### **E. Additional Conditions**

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

#### **1. Bankruptcy**

The bankruptcy or insolvency of you or your estate, will not relieve you or us of any obligation under this Cyber Coverage.



## **2. Defense And Settlement**

- a. We shall have the right and the duty to assume the defense of any applicable "claim" or "regulatory proceeding" against you. You shall give us such information and cooperation as we may reasonably require.
- b. You shall not admit liability for or settle any "claim" or "regulatory proceeding" or incur any defense costs without our prior written consent.
- c. At the time a "claim" or "regulatory proceeding" is first reported to us, you may request that we appoint a defense attorney of your choice. We will give full consideration to any such request.
- d. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "claim" or "regulatory proceeding" independently of us. Our liability shall not exceed the amount for which the "claim" or suit could have been settled if such recommendation was consented to, plus "defense costs" incurred by us, and "defense costs" incurred by you with our written consent, prior to the date of such refusal.
- e. We will not be obligated to pay any "loss" or "defense costs", or to defend or continue to defend any "claim" or "regulatory proceeding" after the applicable limit of insurance has been exhausted.
- f. We will pay all interest on that amount of any judgment within the applicable limit of insurance which accrues:
  - (1) After entry of judgment; and
  - (2) Before we pay, offer to pay or deposit in court that part of the judgment within the applicable limit of insurance or, in any case, before we pay or offer to pay the entire applicable limit of insurance.

These interest payments will be in addition to and not part of the applicable limit of insurance.

## **3. Due Diligence**

You agree to use due diligence to prevent and mitigate "loss" insured under this Cyber Coverage. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate physical security for your premises, "computer systems" and hard copy files;
- b. Providing and maintaining appropriate computer and Internet security;
- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing "personally identifying information", "personally sensitive information" or "third party corporate data", including shredding hard copy files and destroying physical media used to store electronic data.

## **4. Duties In The Event Of A Claim, Regulatory Proceeding Or Loss**

- a. If, during the "policy period", incidents or events occur which you reasonably believe may give rise to a "claim" or "regulatory proceeding" for which coverage may be provided hereunder, such belief being based upon either written notice from the potential claimant or the potential claimant's representative; or notice of a complaint filed with a federal, state or local agency; or upon an oral "claim", allegation or threat, you shall give written notice to us as soon as practicable and either:

- (1) Anytime during the "policy period"; or
  - (2) Anytime during the extended reporting periods (if applicable).
- b. If a "claim" or "regulatory proceeding" is brought against you, you must:
- (1) Immediately record the specifics of the "claim" or "regulatory proceeding" and the date received;
  - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "claim" or "regulatory proceeding" is first received by you;
  - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "regulatory proceeding";
  - (4) Authorize us to obtain records and other information;
  - (5) Cooperate with us in the investigation, settlement or defense of the "claim" or "regulatory proceeding";
  - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "defense costs" to which this insurance may also apply; and
  - (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "claim" or "regulatory proceeding".
- c. In the event of a "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event", insured under this Cyber Coverage, you must see that the following are done:
- (1) Notify the police if a law may have been broken.
  - (2) Notify us as soon as practicable, but in no event more than 60 days after the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event". Include a description of any property involved.
  - (3) As soon as possible, give us a description of how, when and where the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event" occurred.
  - (4) As often as may be reasonably required, permit us to:
    - (a) Inspect the property proving the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event";
    - (b) Examine your books, records, electronic media and records and hardware;
    - (c) Take samples of damaged and undamaged property for inspection, testing and analysis; and
    - (d) Make copies from your books, records, electronic media and records and hardware.
  - (5) Send us signed, sworn proof of "loss" containing the information we request to investigate the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event". You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (6) Cooperate with us in the investigation or settlement of the "personal data compromise", "computer attack", "cyber extortion threat", "wrongful transfer event" or "computer fraud event".

- (7) If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- (8) Make no statement that will assume any obligation or admit any liability, for any "loss" for which we may be liable, without our prior written consent.
- (9) Promptly send us any legal papers or notices received concerning the "loss".
- d. We may examine you under oath at such times as may be reasonably required, about any matter relating to this insurance or the "claim", "regulatory proceeding" or "loss", including your books and records. In the event of an examination, your answers must be signed.
- e. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.

## **5. Extended Reporting Periods**

- a. You will have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".
- b. If a "termination of coverage" has occurred, you will have the right to the following:
  - (1) At no additional premium, an Automatic Extended Reporting Period of 30 days immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Coverage; and
  - (2) Upon payment of the additional premium of 100% of the full annual premium associated with the relevant coverage, a Supplemental Extended Reporting Period of one year immediately following the effective date of the "termination of coverage" during which you may first receive notice of a "claim" or "regulatory proceeding" arising directly from a "wrongful act" occurring before the end of the "policy period" and which is otherwise insured by this Cyber Coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days after the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period will be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

## **6. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within two years after the date the "loss" is first discovered by you, or the date on which you first receive notice of a "claim" or "regulatory proceeding".

## **7. Legal Advice**

We are not your legal advisor. Our determination of what is or is not insured under this Cyber Coverage does not represent advice or counsel from us about what you should or should not do.

## 8. Other Insurance

If there is other insurance that applies to the same "loss", this Cyber Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

## 9. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under Data Compromise Response Expenses for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under the Service Providers condition below. You must provide the following at our pre-notification consultation with you:

- a. The exact list of "affected individuals" to be notified, including contact information.
- b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".
- c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Data Compromise Response Expenses limit of insurance.

## 10. Service Providers

- a. We will only pay under this Cyber Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Cyber Coverage. We will not unreasonably withhold such approval.
- b. Prior to the Pre-Notification Consultation described in the Pre-Notification Consultation Condition above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
  - (1) Such alternate service provider must be approved by us;
  - (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
  - (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

## 11. Services

The following conditions apply as respects any services provided to you or any "affected individual" by us, our designees or any service firm paid for in whole or in part under this Cyber Coverage:

- a. The effectiveness of such services depends on the cooperation and assistance of you, and "affected individuals".
- b. All services may not be available or applicable to all individuals. For example, "affected individuals" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

- d. You will have a direct relationship with the professional service firms paid for in whole or in part under this Cyber Coverage. Those firms work for you.

## 12. Valuation

We will determine the value of "money" as follows:

Our payment for loss of "money" or loss payable in "money" will be, at your option, in the "money" of the country in which the "wrongful transfer event" or "computer fraud event" took place or in the United States of America dollar equivalent thereof determined at the rate of exchange published by the Wall Street Journal at the time of payment of such loss.

## F. Definitions

### 1. "Affected Individual":

- a. "Affected individual" means any individual person, residing anywhere in the world, whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this Cyber Coverage.
- b. "Affected individual" does not include any business or organization.

### 2. "Authorized Third Party User" means a party who is not an employee or a director of you who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.

### 3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

### 4. "Business Income and Extra Expense Loss" means loss of Business Income and Extra Expense.

- a. As used in this definition, Business Income means the sum of:

- (1) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal and necessary operating expenses incurred, including employee and director payroll.

- b. As used in this definition, Extra Expense means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.

### 5. "Claim"

- a. "Claim" means:

- (1) A written demand for monetary damages or non-monetary relief, including injunctive relief;
- (2) A civil proceeding commenced by the filing of a complaint;
- (3) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- (4) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you must submit or to which we agree you should submit to;

arising from a "wrongful act" or a series of interrelated "wrongful acts" including any resulting appeal.

"Claim" includes a demand or proceeding arising from a "wrongful act" that is a "personal data compromise" only when the "personal data compromise" giving rise to the proceeding was covered under Data Compromise Response Expenses section of this Cyber Coverage, and you submitted a "claim" to us and provided notifications and services to "affected individuals" in consultation with us pursuant to Data Compromise Response Expenses in connection with such "personal data compromise".

b. "Claim" does not mean or include:

(1) Any demand or action brought by or on behalf of someone who is:

(a) Your director;

(b) Your owner or part-owner; or

(c) A holder of your securities;

in their capacity as such, whether directly, derivatively, or by class action. "Claim" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual"; or

(2) A "regulatory proceeding".

## 6. "Computer Attack"

a. "Computer attack" means one of the following involving the "computer system":

(1) An "unauthorized access incident";

(2) A "malware attack"; or

(3) A "denial of service attack" against a "computer system".

b. A "computer attack" ends at the earlier of:

(1) The time that the active attacking behavior ceases, the time that you have regained control over the "computer system" or the time that all unauthorized creation, destruction or movement of data associated with the "computer attack" has ceased, whichever happens latest; or

(2) 30 days after your discovery of the "computer attack".

## 7. "Computer Fraud Costs"

a. "Computer fraud costs" means the amount of "money" fraudulently obtained from you. "Computer fraud costs" include the direct financial loss only.

b. "Computer fraud costs" do not include any of the following:

(1) Other expenses that arise from the "computer fraud event";

(2) Indirect loss, such as "bodily injury", lost time, lost wages, identity recovery expenses or damaged reputation;

(3) Any interest, time value or potential investment gain on the amount of financial loss; or

(4) Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

**8. "Computer Fraud Event":**

- a. "Computer fraud event" means an "unauthorized access incident" that leads to the intentional, unauthorized and fraudulent entry of or change to data or instructions within a "computer system" owned or leased by you and operated under your control. Such fraudulent entry or change must be conducted by a person who is not an "employee", "executive" or "independent contractor". Such fraudulent entry or change must cause "money" to be sent or diverted. The fraudulent entry or change must result in direct financial loss to you.
- b. "Computer fraud event" does not mean or include any occurrence:
  - (1) In which you are threatened or coerced to send money or divert a payment; or
  - (2) Arising from a dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

**9. "Computer System" means a computer or other electronic hardware that is:**

- a. Owned or leased by you and operated under your control; or
- b. Operated by a third party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting or storing your electronic data, pursuant to a written contract with you for such services. However, such computer or other electronic hardware operated by such third party shall only be considered to be a "computer system" with respect to the specific services provided by such third party to you under such contract.

**10. "Coverage Term" means the increment of time:**

- a. Commencing on the earlier of the first inception date of this Cyber Coverage or the first inception date of any coverage substantially similar to that described in this Cyber Coverage and held immediately prior to this Cyber coverage; and
- b. Ending upon the "termination of coverage".

**11. "Coverage Territory" means anywhere in the world. However, with respect to Third Party Coverages shown in the Cyber Suite Schedule, "claims" must be brought within the United States (including its territories and possessions) or Puerto Rico.**

**12. "Cyber Extortion Expenses" means:**

- a. The cost of a negotiator or investigator retained by you in connection with a "cyber extortion threat"; and
- b. Any amount paid by you in response to a "cyber extortion threat" to the party that made the "cyber extortion threat" for the purposes of eliminating the "cyber extortion threat" when such expenses are necessary and reasonable and arise directly from a "cyber extortion threat". The payment of "cyber extortion expenses" must be approved in advance by us. We will not pay for "cyber extortion expenses" that have not been approved in advance by us. We will not unreasonably withhold our approval.

**13. "Cyber Extortion Threat":**

- a. "Cyber extortion threat" means a demand for money from you based on a credible threat, or series of related credible threats, to:
  - (1) Launch a "denial of service attack" against the "computer system" for the purpose of denying "authorized third party users" access to your services provided through the "computer system" via the Internet;

- (2) Gain access to a "computer system" and use that access to steal, release or publish "personally identifying information", "personally sensitive information" or "third party corporate data";
  - (3) Alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system";
  - (4) Launch a "computer attack" against a "computer system" in order to alter, damage or destroy electronic data or software while such electronic data or software is stored within a "computer system"; or
  - (5) Cause you to transfer, pay or deliver any funds or property using a "computer system" without your authorization.
- b. "Cyber extortion threat" does not mean or include any threat made in connection with a legitimate commercial dispute.

#### **14. "Data Re-creation Costs"**

- a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
- b. "Data re-creation costs" does not mean or include costs to research, re-create or replace:
- (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.

#### **15. "Data Restoration Costs"**

- a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs", such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
- b. "Data restoration costs" does not mean or include costs to research, re-create or replace:
- (1) Software programs or operating systems that are not commercially available; or
  - (2) Data that is obsolete, unnecessary or useless to you.

#### **16. "Defense Costs"**

- a. "Defense costs" means reasonable and necessary expenses consented to by us resulting solely from the investigation, defense and appeal of any "claim" or "regulatory proceeding" against you. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
- b. "Defense costs" does not mean or include the salaries or wages of your employees or directors, or your loss of earnings.

**17. "Denial of Service Attack"** means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.

**18. "Electronic Media Incident"** means an allegation that the display of information in electronic form by you on a website resulted in:



- a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
- b. Defamation against a person or organization that is unintended; or
- c. A violation of a person's right of privacy, including false light and public disclosure of private facts.

**19. "Employee"** means any natural person, other than an "executive", who was, now is or will be:

- a. Employed on a full-time or part-time basis by you;
- b. Furnished temporarily to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions;
- c. Leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **b.**; or
- d. Your volunteer worker, which includes unpaid interns.

**20. "Executive"** means any natural person who was, now is or will be:

- a. The owner of your sole proprietorship; or
- b. A duly elected or appointed:
  - (1) Director;
  - (2) Officer;
  - (3) Managing Partner;
  - (4) General Partner;
  - (5) Member (if a limited liability company);
  - (6) Manager (if a limited liability company); or
  - (7) Trustee;of your business.

**21. "Extended Income Loss"** means your actual "business income and extra expense loss" incurred during the "extended recovery period".

**22. "Extended Recovery Period"** means a fixed period of 180 days immediately following the end of the "period of restoration".

**23. "Identity Theft"**

- a. "Identity theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.
- b. "Identity theft" does not mean or include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

**24. "Independent Contractor"** means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.

**25. "Loss"** means the expenses and costs described under each Coverage as follows:

a. Data Compromise Response Expenses:

- (1) Forensic IT Review;
- (2) Legal Review;
- (3) Notification To Affected Individuals;
- (4) Services to Affected Individuals;
- (5) Public Relations;
- (6) Regulatory Fines and Penalties; and
- (7) PCI Fines and Penalties

b. Computer Attack:

- (1) Data Restoration;
- (2) Data Re-creation;
- (3) System Restoration;
- (4) Loss of Business;
- (5) Extended Income Recovery; and
- (6) Public Relations.

c. With respect to Cyber Extortion, "loss" means "cyber extortion expenses".

d. With respect to Misdirected Payment Fraud, "loss" means "wrongful transfer costs".

e. With respect to Computer Fraud, "loss" means "computer fraud costs".

f. With respect to Data Compromise Liability, Network Security Liability and Electronic Media Liability, "loss" means "defense costs" and "settlement costs".

**26. "Malware Attack"**

- a. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers.
- b. "Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.

**27. "Money"**

- a. "Money" means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, banknotes, bullion, travelers' checks, registered checks and money orders held for sale to the public.

- b. "Money" does not mean or include any cryptocurrency, whether or not authorized or adopted by a domestic or foreign government. Cryptocurrency includes, but is not limited to, Bitcoin, Ethereum and other forms of digital, virtual or electronic currency.

**28. "Network Security Incident"** means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:

- a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
- b. The unintended abetting of a "denial of service attack" against one or more other systems; or
- c. The unintended loss, release or disclosure of "third party corporate data".

**29. "Period of Restoration"** means the period of time that begins 8 hours after the time that a "computer attack" is discovered by you and continues until the earliest of:

- a. The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed;
- b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch; or
- c. If no data restoration, data re-creation or system restoration is required, the end of the "computer attack".

**30. "Personal Data Compromise"** means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" of one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss, theft, accidental release or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:

- a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody or control of:
  - (1) You; or
  - (2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
- b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, provided that the failure to use appropriate safeguards was accidental and not reckless or deliberate.
- c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
- d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".

**31. "Personally Identifying Information"**

- a. "Personally identifying information" means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an "affected individual". This includes, but is not limited to, Social Security numbers or account numbers.
- b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

**32. "Personally Sensitive Information"**

- a. "Personally sensitive information" means private information specific to an individual, the release of which requires notification of "affected individuals" under any applicable law.
- b. "Personally sensitive information" does not mean or include "personally identifying information".

**33. "Policy Period"** means the period commencing on the effective date shown in the Policy Declarations. The "policy period" ends on the expiration date or the cancellation date of this Cyber Coverage, whichever comes first.

**34. "Property Damage"** means

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

**35. "Regulatory Proceeding"** means an investigation, demand or proceeding alleging a violation of law or regulation arising from a "personal data compromise" brought by, or on behalf of, the Federal Trade Commission, Federal Communications Commission or other administrative or regulatory agency, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

**36. "Settlement Costs"**

- a. "Settlement costs" means the following, when they arise from a "claim":
  - (1) Damages, judgments or settlements;
  - (2) Attorney's fees and other litigation costs added to that part of any judgment paid by us, when such fees and costs are awarded by law or court order; and
  - (3) Pre-judgment interest on that part of any judgment paid by us.
- b. "Settlement costs" does not mean or include:
  - (1) Civil or criminal fines or penalties imposed by law, except for civil fines and penalties expressly covered under Data Compromise Response Expenses;
  - (2) Punitive and exemplary damages;
  - (3) The multiple portion of any multiplied damages;
  - (4) Taxes; or
  - (5) Matters which may be deemed uninsurable under the applicable law.
- c. With respect to fines and penalties, the law of the jurisdiction most favorable to the insurability of those fines, or penalties will control for the purpose of resolving any dispute between us and you regarding whether the fines, or penalties specified in this definition above are insurable under this Cyber Coverage, provided that such jurisdiction is where:

- (1) Those fines, or penalties were awarded or imposed;
- (2) Any "wrongful act" took place for which such fines, or penalties were awarded or imposed;
- (3) You are incorporated or you have your principal place of business; or
- (4) We are incorporated or have our principal place of business.

**37. "System Restoration Costs"**

- a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your "computer system" to its pre-"computer attack" level of functionality:
  - (1) Replace or reinstall computer software programs;
  - (2) Remove any malicious code; and
  - (3) Configure or correct the configuration of your "computer system".
- b. "System restoration costs" does not mean or include:
  - (1) Costs to increase the speed, capacity or utility of a "computer system" beyond what existed immediately prior to the "computer attack";
  - (2) Labor costs of your employees or directors;
  - (3) Any costs in excess of the actual cash value of your "computer system"; or
  - (4) Costs to repair or replace hardware.

**38. "Termination of Coverage" means:**

- a. You or we cancel this coverage;
- b. You or we refuse to renew this coverage; or
- c. We renew this coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this coverage or any coverage substantially similar to that described in this Cyber Coverage.

**39. "Third Party Corporate Data"**

- a. "Third party corporate data" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not an insured under this Cyber Coverage which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
- b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".

**40. "Unauthorized Access Incident" means the gaining of access to a "computer system" by an:**

- a. Unauthorized person or persons; or
- b. Authorized person or persons for unauthorized purposes.

**41. "Wrongful Act" means:**

- a. With respect to Data Compromise Liability, "wrongful act" means a "personal data compromise".
- b. With respect to Network Security Liability, "wrongful act" means a "network security incident".
- c. With respect to Electronic Media Liability, "wrongful act" means an "electronic media incident".

**42. "Wrongful Transfer Costs" means the amount of "money" fraudulently obtained from you. "Wrongful transfer costs" include the direct financial loss only. "Wrongful transfer costs" do not include any of the following:**

- a. Other expenses that arise from the "wrongful transfer event";
- b. Indirect loss, such as "bodily injury", lost time, lost wages, identity recovery expenses or damaged reputation;
- c. Any interest, time value or potential investment gain on the amount of financial loss; or
- d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

**43. "Wrongful Transfer Event"**

- a. "Wrongful transfer event" means an intentional and criminal deception of you or a financial institution with which you have an account. The deception must be perpetrated by a person who is not an "employee", "executive" or "independent contractor" using email, facsimile or telephone communications to induce you or the financial institution to send or divert "money". The deception must result in direct financial loss to you.
- b. "Wrongful transfer event" does not mean or include any occurrence:
  - (1) In which you are threatened or coerced to send money or divert a payment; or
  - (2) Arising from a dispute or disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.

All other provisions of this Policy apply.

Policy Number TB2-Z51-293452-022  
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SEXUAL MISCONDUCT LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Sexual Misconduct Liability Coverage**

**Limits Of Insurance:**

\$ 1,000,000      **Each Sexual Misconduct**  
\$ 1,000,000      **Aggregate Sexual Misconduct**

**Sexual Misconduct Liability Deductible: \$ 10,000**

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

- A.** The following exclusion is added to Paragraph **2. Exclusions**, under **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to:

**Sexual Misconduct Exclusion**

Any liability, damages, loss, injury, demand, claim or "suit" related to, arising out of, caused by, or allegedly caused by, in whole or in part:

- (1)** Actual, alleged or threatened "sexual misconduct";
- (2)** Any allegations relating thereto that are based on an alleged practice, custom or policy, including but not limited to any allegation that a person's civil rights have been violated; or
- (3)** Negligent supervision of any person who was subjected to "sexual misconduct".

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, retention, training, monitoring, investigation, or reporting to proper authorities, or failure to report to proper authorities, of a person whose conduct would be excluded by Paragraph **(1)** above.

However, this exclusion does not apply to coverage specifically provided by this Sexual Misconduct Liability Coverage endorsement.

- B.** The following is added to **Section I – Coverages**:

**Coverage – Sexual Misconduct Liability**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "sexual misconduct" 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 "sexual misconduct" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **F. Limits Of Insurance** of this endorsement; 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 Paragraph **C. Supplementary Payments** of this endorsement.

- b. This insurance applies only if:

- (1) The "sexual misconduct" takes place in the "coverage territory"; and

- (2) The "sexual misconduct" is first committed during the policy period.

- c. "Sexual misconduct" involving multiple, continuous, sporadic or related acts of misconduct, committed by one person or two or more persons acting together will be deemed to have been first committed when the first such act was committed.

## 2. Exclusions

This insurance does not apply to:

### a. Contractual Liability

Damages the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### b. Violation Of Penal Or Criminal Statute

The cost of defense of, or payment of fines or penalties for any person who actually or allegedly violated any penal or criminal statute.

### c. Punitive Or Exemplary Damages

"Punitive or exemplary damages" or multiplied portion of multiple damages awarded against an insured.

However, if a "suit" is brought against an insured arising out of a claim which alleges both compensatory and "punitive or exemplary damages", we will defend the entire "suit" with the understanding that we pay only the compensatory damages.

### d. Intentional Acts

"Sexual misconduct":

- (1) Expected or intended from the standpoint of the insured; or

- (2) Committed with the knowledge, consent, direction or participation of the insured.

### e. Injunctive Or Other Non-Monetary Relief

Any claim, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.



**f. Workers' Compensation And Similar Laws**

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

**g. Employment-related Practices**

Any liability, damages, loss, injury, demand, claim or "suit" by or on behalf of:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) Any person as a consequence of "sexual misconduct" to that person at whom any of the employment-related practices described in Paragraphs (1) (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the "sexual misconduct".

**C. Supplementary Payments**

For the purposes of the coverage provided by this endorsement, we will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 per day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

#### D. Innocent Party Defense Expense Coverage

With respect to any insured for whom insurance is not provided under **Coverage – Sexual Misconduct Liability**, Paragraph **1. Insuring Agreement** because he or she allegedly expected, intended, committed, directed, participated in, had knowledge of or consented to "sexual misconduct", we do not have the duty to defend such insured.

1. We will have the right but not the obligation or duty to defend the insured against any "suit" seeking damages. We may, at our discretion, investigate any "sexual misconduct" and settle any claim or "suit" that may result.
2. We will pay "innocent party defense expenses" with respect to any "suit" against the insured we elect to defend. However, we have no obligation to pay any amounts the insured becomes legally obligated to pay, nor appeal any adverse judgments.
3. If we elect not to defend the insured against a "suit", we will only reimburse the insured for the amount of her or his "innocent party defense expenses" if there is a "final adjudication" in the "suit" that such insured did not commit, direct, participate in, have knowledge of or consent to "sexual misconduct".
4. The amount we will pay for "innocent party defense expenses" is limited as described in **Section III – Limits Of Insurance**.

Our obligation to pay or reimburse for "innocent party defense expenses" ends when the Aggregate Innocent Party Defense Expense Coverage Limit has been used up in the payment or reimbursement of "innocent party defense expenses".

#### E. Who Is An Insured

For the purposes of the coverage provided by this endorsement, Paragraph **2.** of **Section II – Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:
  - a. Any of your past, present or future lawfully elected or appointed officials, members, commissioners, trustees, directors or "executive officers" of your boards, committees or commissions, but only with respect to their duties as such.
  - b. Any of your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for claims made or "suits" brought:
    - (1) By you, your partners or members (if you are a partnership or joint venture), or by a co-"employee" for damages arising out of and in the course of his or her employment or performing duties related to the conduct of your business;
    - (2) By the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1) above; or
    - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of a claim or "suit" described in Paragraph (1) or (2) above.
  - c. With respect to the liability of insureds described above, the heirs, administrators, assigns, and legal representatives of each insured in the event of death, incapacity, or bankruptcy.
  - d. Any of your "volunteer workers", but only while acting at your direction and within the scope of their duties for you.
  - e. In addition to Paragraphs **2.a.** through **2.d.** above, for educational institutions or religious institutions, each of the following is also an insured:

- (1) Any of your student teachers teaching as part of their educational requirements;
  - (2) Student interns;
  - (3) Any of your religious organization members; or
  - (4) Clergy and your other leaders or honorifics, including but not limited to elders, deacons or wardens;
- but only within the scope of their duties for you or with respect to their liability for your activities or activities they perform on your behalf.

For the purposes of the coverage provided by this endorsement, the following is added to Paragraph 3. of **Section II – Who Is An Insured**:

Coverage does not apply to "sexual misconduct" that occurred before you acquired or formed the organization.

For the purposes of the coverage provided by this endorsement, the following is added to **Section II – Who Is An Insured**:

No person is an insured for any claim or "suit" arising out of "sexual misconduct" that is committed with such person's knowledge, consent, direction or participation.

#### **F. Limits Of Insurance**

For the purposes of the coverage provided by 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 of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

##### **2. Aggregate Sexual Misconduct Limit**

The Aggregate Sexual Misconduct Limit is the most we will pay under Sexual Misconduct Liability Coverage for the sum of all damages arising from all "sexual misconduct".

##### **3. Each Sexual Misconduct Limit**

Subject to Paragraph 2. above, the Each Sexual Misconduct Limit is the most we will pay under Sexual Misconduct Liability Coverage for the sum of all damages arising out of any one "sexual misconduct" regardless of the number of persons making claims or bringing "suits". One "sexual misconduct" includes a single act of misconduct or multiple, continuous, sporadic or related acts of misconduct, committed by one person or two or more persons acting together toward another person or persons.

##### **4. Aggregate Innocent Party Defense Expense Coverage Limit**

The Aggregate Innocent Party Defense Expense Coverage Limit is the most we will pay for the sum of all "innocent party defense expenses" to which this insurance applies. The Aggregate Innocent Party Defense Expense Coverage Limit will be equal to the lesser of:

- a. \$1,000,000; or

- b. The Aggregate Sexual Misconduct Limit.
5. The General Aggregate Limit shown in the Declarations will not be reduced by any payment that we make for damages arising from "sexual misconduct" under this endorsement.
  6. Any payment that we make for damages arising from "sexual misconduct" under this endorsement is not subject to the Each Occurrence Limit shown in the Declarations.
  7. If the policy period of the Coverage Part to which this endorsement is attached is in effect for a period of more than one year, the applicable Aggregate 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. But if the policy period is extended after issuance for less than 12 months, the additional period will be deemed part of the last preceding period for the purposes of determining the applicable Aggregate Limits of Insurance.
- 8. Sexual Misconduct Liability Deductible**
- a. Our obligation to pay under this endorsement applies only to the amount of damages in excess of the Sexual Misconduct Liability Deductible, if any, shown in the Schedule of this endorsement, and the limits of insurance will not be reduced by the amount of such deductible.
  - b. The Sexual Misconduct Liability Deductible applies to the sum of all damages arising out of any one "sexual misconduct". One "sexual misconduct" includes a single act of misconduct or multiple, continuous, sporadic or related acts of misconduct, committed by one person or two or more persons acting together toward another person or persons.
  - c. The terms of this insurance, including those with respect to:
    - (1) Our right and duty to defend the insured against any "suit" seeking damages; and
    - (2) Your duties in the event of an incident, "sexual misconduct", claim or "suit";apply irrespective of the application of the Sexual Misconduct Liability Deductible.
  - d. We may pay any part or all of the Sexual Misconduct Liability Deductible to effect settlement of any claim or "suit" and, upon notification of the action taken, you must promptly reimburse us for such part of the Sexual Misconduct Liability Deductible as has been paid by us.

No other deductible will apply to the coverage provided by this endorsement.

## **G. Conditions**

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 Sexual Misconduct, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of "sexual misconduct" which may result in a claim or "suit". To the extent possible, notice should include:
  - (1) How, when and where the "sexual misconduct" took place;
  - (2) The names and addresses of any involved person(s) and witnesses;
  - (3) The nature of the harm resulting from the "sexual misconduct"; and
  - (4) Any other pertinent information about the "sexual misconduct".
- b. If a claim is made or "suit" is brought against any insured, you must:

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

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their 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 damages 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 valid and collectible 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 other primary insurance:
  - (a) For which you have been added as an additional insured; and
  - (b) That is available to you covering liability for damages we cover under this endorsement.
- (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:
  - (a) The total amount that all such other insurance would pay for loss in the absence of this insurance; and
  - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Paragraph b. and was not purchased specifically to apply in excess of the Limits of Insurance for this endorsement.

### **c. Method Of Sharing**

- (1) 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.
- (2) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

For the purposes of the coverage provided by this endorsement, the following Condition is added to **Section IV – Commercial General Liability Conditions**:

#### **Two Or More Coverage Parts**

- a. Except for the insurance provided by this endorsement, the policy to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of any "sexual misconduct".
- b. If coverage for any "sexual misconduct" applies to this endorsement and any other Coverage Parts or policies that provide similar insurance but with different policy periods and are issued to you by us or any of our affiliates, the maximum limit of insurance for all such Coverage Parts or policies shall be the highest applicable limit of insurance under any Coverage Part or policy.

### **H. Definitions**

For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Innocent party defense expenses" means those reasonable and necessary expenses that result from the defense of a specific claim, including:
  - a. Attorney and paralegal fees and expenses;
  - b. Costs of legal proceedings;
  - c. Expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

"Innocent party defense expenses" does not include salaries and expenses of our employees, including our employed attorneys, salaries and expense of the insured's employees (other than those described in Paragraph **c.** above), or fees and expenses of independent adjusters we hire.

2. "Final adjudication" means an actual trial involving the following:
  - a. A finding of facts;
  - b. A presentation of witnesses; and
  - c. A final resolution on the merits in which all appeals are exhausted.
3. "Punitive or exemplary damages" means damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for "sexual misconduct".
4. "Sexual misconduct" means any actual, alleged or threatened act of misconduct that is of a sexual nature and is committed by one person or two or more persons acting together toward another person or persons.

"Sexual misconduct" includes but is not limited to:

- a.** Molestation, abuse;
- b.** Assault, physical touching, contact;
- c.** Harassment, advances;
- d.** Victimization, exploitation, requests for favors;
- e.** Coercion to engage in sexual activities;
- f.** Exhibitionism, voyeurism;
- g.** Verbal or non-verbal communication; or
- h.** Showing, sharing or creating of text, pictures, drawings, audio, video or digital recording.

Policy Number TB2-Z51-293452-022  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – STUDENTS WHILE IN INTERNSHIP/WORK STUDY PROGRAMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Description of Internship or Work Study Program:**

Career & Technical Education Department Work/Student Program

**A.** Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured:

Your students while participating in an internship or work study program that is shown in the Schedule and sponsored by you, but only:

- (1) While the student is acting within the scope of his or her duties under such program; and
- (2) If the student's participation in such program is in satisfaction of your course requirements.

**B.** The following is added to **Section IV – Commercial General Liability Conditions**, Paragraph **4. Other Insurance**, subparagraph **b. Excess Insurance**:

The insurance provided by this endorsement is excess over any of the other insurance available to the insured, whether primary, excess, contingent or on any other basis.

All other terms, conditions and exclusions shall remain the same.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B. The following definition is added:**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as "punitive damages".

**B.** The following definitions are added:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. "Punitive damages" means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ALASKA EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising out of a "certified act of terrorism" that are awarded as punitive damages.

**B. The following definition is added:**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### 2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

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

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

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

#### 2. Exclusions

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

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

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Nuclear Energy Liability Exclusion Endorsement (Broad Form)**

This endorsement modifies the insurance provided under the following:

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

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured;" or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

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2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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



Policy Number TB2-Z51-293452-022  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **Asbestos Exclusion Endorsement**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
GARAGE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MOTOR TRUCK CARGO COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRINTERS LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK  
WAREHOUSEMAN'S LEGAL LIABILITY COVERAGE PART

This insurance does not apply to any liability, damages, loss, injury, demand, claim or "suit" arising out of or caused by, or allegedly caused by, asbestos either alone or in combination with other substances or factors.

Policy Number TB2-Z51-293452-022  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **Discrimination Exclusion**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

Damages arising out of unlawful discrimination.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Lead Exclusion**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
GARAGE COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

This insurance does not apply to:

1. Any actual or alleged liability, damages, loss or injury that results directly or indirectly from the ingestion, inhalation, exposure to or absorption of lead in any form or to any claims or "suits" arising from lead;
2. Actual or alleged "property damage" that results directly or indirectly from lead or the exposure to lead in any form or to any claims or "suits" arising from lead;
3. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead in any form; or
4. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FUNGI OR BACTERIA EXCLUSION  
(LEGIONELLA BACTERIUM EXCLUDED)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

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

With the exception for legionella bacterium, 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:

Fungi or Bacteria

- a. "Personal and advertising injury" which would not have taken place, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or 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. The following definition is added to the Definitions Section:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – LAW ENFORCEMENT PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added:

**Exclusion – Law Enforcement Professional Liability**

This insurance does not apply to:

- (1) Any liability, damages, loss, injury, demand, claim or "suit" arising out of, caused by, in whole or in part, any act, error or omission committed in the performance of "law enforcement activities" by the insured or by any person for whose acts the insured is legally liable; and
- (2) Any allegations that an insured negligently employed, investigated, trained, supervised, reported to proper authorities or failed to so report, or retained a person whose conduct would be excluded by (1) above.

B. For the purposes of this endorsement, the following definition is added to **Section V – Definitions**:

"Law enforcement activities" means activities, services, advice or instruction that are within the scope of the authorized duties of your professional law enforcement personnel or professional security guard personnel hired specifically to perform such activities, services, advice or instruction.

"Law enforcement activities" do not include activities, services, advice or instruction that are performed by "employees", unless hired by you to serve as professional law enforcement personnel or professional security guard personnel.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – SILICA (SCHOOLS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to Paragraph 2. Exclusions of Section I – Coverage A Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

**Silica**

- (1) "Bodily injury" arising, or allegedly arising, in whole or in part, from the inhalation, ingestion, absorption of or exposure to silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise; or
- (2) "Property damage" arising, or allegedly arising, in whole or in part, from silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise; or
- (3) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise.

However, exclusion **A.(2)**, does not apply to "property damage" arising from sandblasting operations that are confined to the necessary repair or maintenance of your premises as a school.

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

This insurance does not apply to:

**Silica**

- (1) "Personal and advertising injury" arising, or allegedly arising, in whole or in part, from silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise; or
- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise.



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION - TRAMPOLINES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **2. Exclusions** of **Section I - Coverage A Bodily Injury And Property Damage Liability** under:

This insurance does not apply to:

Trampolines

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance or use of any:

- (1) Trampoline; or
- (2) Trampoline apparatus, device or accessory;

including the rendering of or failure to render instructions, recommendations, warnings or advice.

However, this exclusion does not apply to any trampoline that is 60 inches or less in diameter.

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

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

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

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

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

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

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

**LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE**  
 Commercial Lines (excluding Workers' Compensation)  
 (Effective December 15, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

**What Data Does Liberty Mutual Gather?**

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

**How We Get the Personal Data:**

<p>We gather your personal data <b>directly from you</b>. For example, you provide us with data when you:</p>	<p>We also gather your personal data <b>from other people</b>. For example:</p>
<ul style="list-style-type: none"> <li>● ask about, buy insurance or file a claim</li> </ul>	<ul style="list-style-type: none"> <li>● your insurance agent or broker</li> </ul>
<ul style="list-style-type: none"> <li>● pay your policy</li> </ul>	<ul style="list-style-type: none"> <li>● your employer, association or business (if you are insured through them)</li> </ul>
<ul style="list-style-type: none"> <li>● visit our websites, call us, or visit our office</li> </ul>	<ul style="list-style-type: none"> <li>● our affiliates or other insurance companies about your transactions with them</li> </ul>

	<ul style="list-style-type: none"> <li>● consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property</li> </ul>
	<ul style="list-style-type: none"> <li>● other public directories and sources</li> </ul>
	<ul style="list-style-type: none"> <li>● third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government entities, open electoral register, advertising networks, data analytics providers, social networks, data brokers or in the event of a claim, third parties including other parties to the claim witnesses, experts, loss adjustors and claim handlers</li> </ul>
	<ul style="list-style-type: none"> <li>● other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data</li> </ul>

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **How Does Liberty Mutual Use My Data?**

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<b><u>Business Purpose</u></b>	<b><u>Data Categories</u></b>
<p><b>Market, sell and provide insurance.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>● calculating your premium;</li> <li>● determining your eligibility for a quote;</li> <li>● confirming your identity and service your policy;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<p><b>Manage your claim.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>● managing your claim, if any;</li> <li>● conducting claims investigations;</li> <li>● conducting medical examinations;</li> <li>● conducting inspections, appraisals;</li> <li>● providing roadside assistance;</li> <li>● providing rental car replacement or repairs;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk Data</li> <li>● Claims Data</li> </ul>

<p><b>Day to Day Business and Insurance Operations.</b> This includes, for example:</p> <ul style="list-style-type: none"> <li>● creating, maintaining, customizing and securing accounts;</li> <li>● supporting day-to-day business and insurance related functions;</li> <li>● doing internal research for technology development;</li> <li>● marketing and creating products and services;</li> <li>● conducting audits related to a current contact with a consumer and other transactions;</li> <li>● as described at or before the point of gathering personal data or with your authorization;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<p><b>Security and Fraud Detection.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>● detecting security issues;</li> <li>● protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities;</li> <li>● managing risk and securing our systems, assets, infrastructure and premises;</li> <li>● help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>● supervisory controls and other monitoring and reviews, as permitted by law; and</li> <li>● emergency and business continuity management;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<p><b>Regulatory and Legal Requirements.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>● controls and access rights management;</li> <li>● to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>● exercising and defending our legal rights and positions;</li> <li>● to meet Liberty contract obligations;</li> <li>● to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations;</li> <li>● as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>

<p><b>Improve Your Customer Experience and Our Products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>● improve your customer experience, our products and service;</li> <li>● to provide, support, personalize and develop our website, products and services;</li> <li>● create and offer new products and services;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<p><b>Analytics to identify, understand and manage our risks and products.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>● conducting analytics to better identify, understand and manage risk and our products;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Protected Classification Characteristics</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>
<p><b>Customer service and technical support.</b> This includes for example:</p> <ul style="list-style-type: none"> <li>● answer questions and provide notifications;</li> <li>● provide customer and technical support;</li> </ul>	<ul style="list-style-type: none"> <li>● Identifiers</li> <li>● Personal Information</li> <li>● Commercial Information</li> <li>● Internet or other similar network activity</li> <li>● Professional or employment related information</li> <li>● Inferences drawn from other personal information</li> <li>● Risk data</li> <li>● Claims data</li> </ul>

**How Does Liberty Mutual Share My Data?**

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Insurance support organizations;
- Brokers and agents;
- Government entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Advertising networks, data analytics providers and social networks;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers  
Protected Classification Characteristics;  
Internet or other similar network activity;  
Inferences drawn from other personal information;  
Professional, employment, and education information;

Personal Data;  
Commercial Information;  
Claims Data;  
Risk Data;

For information about how we have shared personal information in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **What Privacy Rights Do I Have?**

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law. For more information on your rights, please go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy.

### **Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

### **Who Do I Contact Regarding Privacy?**

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

**Phone:** 800-344-0197

**Email:** [privacy@libertymutual.com](mailto:privacy@libertymutual.com)

**Postal Address:** Liberty Mutual Insurance Company  
Attn Privacy Office  
175 Berkeley St 6th Floor  
Boston MA 02116

## **POLICYHOLDER NOTICE - COMPANY CONTACT INFORMATION**

In the event you need to contact someone about this policy for any reason, please contact your Sales Representative or Producer of Record as shown on the policy Declarations or Information Page.

If you have additional questions, you may contact the company at the following address:

**Liberty Mutual Insurance**  
**175 Berkeley Street**  
**Boston, MA 02116**  
**+1 (800) 344-0197**



**POLICYHOLDER DISCLOSURE**  
**TERRORISM RISK INSURANCE ACT**

**THIS NOTICE CONTAINS IMPORTANT INFORMATION PURSUANT TO THE TERRORISM RISK INSURANCE ACT. PLEASE READ IT CAREFULLY.**

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

**Disclosure of Premium**

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

**Federal Participation In Payment Of Terrorism Losses**

If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from "certified acts of terrorism" exceed the "Program Trigger".

Beginning in calendar year 2020, the Federal Share is 80% and Program Trigger is \$200,000,000.

**Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. 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.