

ROANE COUNTY BOARD OF EDUCATION  
PO BOX 643  
KINGSTON, TN 377630643

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

Policy Number: R62-Z51-293452-032  
Issued by: Liberty Mutual Fire Insurance Company

**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

**SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY DECLARATIONS  
CLAIMS-MADE**



Issued by Liberty Mutual Fire Insurance Company

Policy Number	R62-Z51-293452-032	Issuing Office	034A
Renewal of	R62-Z51-293452-031	Issue Date	06/17/2022
Account Number	5-293452	Sub Account	0000
Named Insured and Mailing Address		Franchise	4130
ROANE COUNTY BOARD OF EDUCATION PO BOX 643 KINGSTON TN 377630643			

Form of Business 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.

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**LIMITS OF INSURANCE**

Each Wrongful Act Limit	\$	1,000,000
Aggregate Limit	\$	1,000,000
Aggregate Defense Expense Amount – Non-Monetary Relief	\$	100,000

**DEDUCTIBLE**

One "Wrongful Act" Deductible	\$	10,000
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**RETROACTIVE DATE**

This insurance does not apply to "wrongful acts" committed before the Retroactive Date, if any, shown here (Enter Date or "None" if no Retroactive Date applies): Retroactive date: None

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CLAIMS-MADE INCEPTION DATE: 07/01/2017

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**SCHEDULE**

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

School Leaders Errors and Omissions Liability Coverage Part Premium	\$	13,342
Endorsement Premium	\$	133
Total Estimated Premium	\$	13,475
Other Charge(s)	\$	

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Policywriting Minimum Premium \$1,750

Forms Applicable: See Attached Inventory

Producer 0073 009808  
APEX INSURANCE AGENCY LLC  
1720 WINDWARD CONCOURSE  
STE 230  
ALPHARETTA GA 300052289

## DECLARATIONS EXTENSION SCHEDULE – CLASSIFICATION DESCRIPTIONS

Policy number R62-Z51-293452-032

<b>Class Code</b>	<b>Description</b>
75333	ELEMENTARY AND SECONDARY SCHOOLS-PUBLIC
75333	Non-Monetary Relief Defense Coverage

**DECLARATIONS EXTENSION SCHEDULE**

Policy Number R62-Z51-293452-032

<b>Class Code</b>	<b>Premium Basis</b>	<b>Rates</b>	<b>Premium</b>
	Students		
75333	6,282		\$13,140
75333	6,282		\$202
<b>TOTAL</b>			<b>\$13,342</b>

**DECLARATIONS EXTENSION SCHEDULE  
MISCELLANEOUS CHARGES**

Policy Number: R62-Z51-293452-032

	<b>Premium Basis</b>	<b>Rates</b>	<b>Charges</b>
Terrorism Risk Insurance Act (TRIA)	Flat Charge		\$133
<b>TOTAL MISCELLANEOUS CHARGES</b>			<b>\$133</b>

Policy Number: R62-Z51-293452-032  
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## **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 18 07 20	School Leaders Errors and Omissions 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	Form Inventory
IL 00 17 11 98	Common Policy Conditions

### **PROFESSIONAL LIABILITY**

LC 00 12 02 20	School Leaders Errors and Omissions Liability Coverage Form
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### **Deductible**

LC 03 50 02 20	Deductible Insurance - Non-Monetary Relief Claims
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### **Coverage Endorsement(s)**

LIL 90 09 05 17	Public Entity Immunity And Tort Cap Preservation Endorsement
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### **TRIA Exclusion(s)**

LC 21 128 05 17	Cap On Losses From Certified Acts Of Terrorism
LC 21 130 05 17	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism

### **Other Exclusion(s)**

LC 21 113 02 14	Exclusion - Eminent Domain, Inverse Condemnation, Adverse Possession
LC 21 114 02 14	Exclusion - Tax Assessment
LC 21 115 08 18	Exclusion - Law Enforcement Professional Liability
LC 21 174 12 21	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY
LC 21 175 12 21	Exclusion - Recording And Distribution Of Material In Violation Of Law

### **State Mandatory**

**IC 00 42 07 09**

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<b>Form Number/Edition Date</b>	<b>Title</b>
LC 32 675 02 20	Tennessee Changes
LC 32 690 02 20	Tennessee Changes - Cancellation and Nonrenewal

**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	Policyholder Disclosure 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 cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

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

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

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

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

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

### F. Transfer Of Your Rights And Duties Under This Policy

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

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

## SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

**THIS IS CLAIMS-MADE INSURANCE. EXCEPT AS OTHERWISE PROVIDED THIS INSURANCE APPLIES ONLY TO CLAIMS MADE AGAINST THE INSURED DURING THE POLICY PERIOD. PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

Throughout this form the words "we", "us" and "our" refer to the Company providing this insurance.

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 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 VI – Definitions.

### SECTION I – COVERAGE

#### A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay because of "loss" arising from a "wrongful act" to which this insurance applies.
2. The amount we will pay for "loss" under Paragraph 1. above is limited as described in Section III – Limits Of Insurance And Deductible.
3. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph B. Defense And Defense Expense of Section I – Coverage.
4. This insurance applies only to "wrongful acts" that are committed:
  - a. Anywhere in the world if the insured's responsibility to pay "loss" is determined in a "suit" brought on the merits in the United States of America (including its territories or possessions), Puerto Rico or Canada, or in a settlement we agree to; and
  - b. During the "policy period", if a "claim" is first made against any insured during the "policy period" or any Discovery Period (provided in accordance with Section V – Discovery Periods); or
  - c. Prior to the "policy period" and on or after the "retroactive date", if any, but only if:
    - (1) On or before the "claims-made inception date":
      - (a) Notice was not given to any prior insurer of such "wrongful act" or any fact, circumstance, situation, event, transaction or cause reasonably likely to give rise to a "claim" hereunder; and
      - (b) Any insured who was designated by you to give or receive notice of a "wrongful act" had no knowledge of such "wrongful act" or any fact, circumstance, situation, event, transaction or cause reasonably likely to give rise to a "claim" hereunder.
    - (2) A "claim" is first made against any insured during the "policy period" or any Discovery Period (provided in accordance with Section V – Discovery Periods).
5. A "claim" by a person or organization will be deemed to have been made when notice of such "claim" is received and recorded by any insured or by us, whichever comes first.

If during the "policy period" or a Discovery Period (provided in accordance with Section **V** – Discovery Periods) an insured becomes aware of a "wrongful act" that could reasonably be expected to give rise to a "claim" and gives written notice to us as soon as practicable in accordance with Paragraph **B.1. Duties In The Event Of A Wrongful Act, Claim Or Suit** of Section **IV** – School Leaders Errors And Omissions Liability Conditions, then any "claim" subsequently arising from such "wrongful act" shall be considered to have been made during the "policy period" or the Discovery Period in which the "wrongful act" was first reported in writing to us.

All "claims" because of a single "wrongful act" or a series of causally connected "wrongful acts" will be deemed to have been made at the time the first of these "claims" is made against any insured.

## **B. Defense And Defense Expense**

1. We will have the right and duty to defend the insured against any "suit" seeking:
  - a. "Loss" because of a "wrongful act" to which this insurance applies. But:
    - (1) When the Each Wrongful Act Limit or Aggregate Limit has been used up in the payment of "loss", our duty to defend ends with respect to any "suit" seeking "loss" subject to such exhausted limit; and
    - (2) We will have no duty to defend the insured against any "suit" seeking "loss" to which this insurance does not apply.
  - b. Only injunctive or other non-monetary relief because of a "wrongful act" to which this insurance applies. But:
    - (1) When the Aggregate Defense Expense Amount – Non-Monetary Relief is used up in the payment of "defense expenses" or "legal fees", our duty to defend ends with respect to any "suit" seeking injunctive or other non-monetary relief subject to such exhausted limit; and
    - (2) We will have no duty to defend the insured against any "suit" seeking injunctive or other non-monetary relief to which this insurance does not apply.
2. We may, at our discretion, investigate any "wrongful act".
3. We may settle any "claim" that may result from a "wrongful act", provided we have your consent. However, our liability will be limited as described below if you refuse to consent to any settlement that we recommend and elect to contest the "claim" or continue any legal proceedings in connection with such "claim" at your own cost and without our involvement:
  - a. If the "claim" is seeking "loss":
    - (1) Our obligation to pay "loss" under this policy shall be the lesser of the following:
      - (a) The amount in excess of the Deductible, if any, we would have paid for "loss" if you had consented at the time of our recommendation; or
      - (b) The limit of insurance; and
    - (2) Our obligation to pay under Paragraph **4.a.** below shall be limited to the costs and expenses incurred with our consent up to the date of such refusal.
  - b. If the "claim" is seeking only injunctive or other non-monetary relief, our obligation to pay "defense expenses" under Paragraph **4.b.** below shall be the lesser of the following:
    - (1) The costs and expenses incurred up to the date of such refusal; or
    - (2) The Aggregate Defense Expense Amount – Non-Monetary Relief.

**4. We will pay:**

- a.** With respect to any "claim" seeking "loss" against the insured that we investigate or settle, or any "suit" seeking "loss" 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 you or 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 per day because of time off from work.
- (4)** All costs taxed against the insured in the "suit".
- (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.

These payments will not reduce the limits of insurance.

- b.** With respect to any "claim" seeking only injunctive or other non-monetary relief that we investigate or settle, or any "suit" seeking only injunctive or other non-monetary relief against an insured we defend:

- (1)** "Defense expenses"; and
- (2)** "Legal fees";

subject to the Aggregate Defense Expense Amount – Non-Monetary Relief described in Section III – Limits Of Insurance And Deductible. However, we have no obligation to pay costs of compliance with any injunctive or non-monetary relief.

**C. Exclusions**

This insurance does not apply to:

**1. Personal Injury Offenses**

Any "claim" arising out of:

- 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 of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e.** Oral or written publication of material that violates a person's right of privacy.

This exclusion does not apply to the extent of coverage provided under Paragraph D. Coverage Extension – Employment-related Practices Liability of Section I – Coverage.

## **2. Bodily Injury Or Property Damage**

Any "claim" arising out of:

- a. "Bodily injury"; or
- b. Physical injury to tangible property, including all resulting "loss" of use of that property.

## **3. Intellectual Property Rights**

Any "claim" arising out of piracy, misappropriation of advertising ideas or style of doing business, or infringement of copyright, trade dress, patent, service mark, service name, slogan, title, trademark or trade name.

## **4. Employers Liability**

Any "claim" made by or on behalf of:

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

This exclusion applies 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 a "claim" described in Paragraph a. or b. above.

This exclusion does not apply to the extent of coverage provided under Paragraph D. Coverage Extension – Employment-related Practices Liability of Section I – Coverage.

## **5. Criminal, Fraudulent, Malicious Or Dishonest Acts**

Any insured who commits, participates in or consents to a "wrongful act" that is criminal, fraudulent, malicious or deliberately dishonest.

## **6. Procuring Or Maintaining Insurance**

Any "wrongful act" in procuring, effecting or maintaining insurance, or with respect to amount, form, conditions or provisions of such insurance.

## **7. Contractual Liability**

Any "claim" alleging breach of contract. However:

- a. This exclusion does not apply to the extent of coverage provided under Paragraph D. Coverage Extension – Employment-related Practices Liability of Section I – Coverage; and
- b. The provisions under Paragraph B. Defense And Defense Expense of Section I – Coverage apply with respect to breach of a non-employment-related contract, other than a construction or demolition contract, but we will have no obligation to pay any "loss" or "legal fees".

With respect to a non-employment-related contract that we defend, any payments we make under Paragraph B. Defense And Defense Expense of Section I – Coverage apply only to the amount excess of a \$5,000 deductible for one "wrongful act". A single "wrongful act" or a series of "wrongful acts" that have common or related facts, circumstances, situations, events, transactions or causes will be considered one "wrongful act". The terms of this insurance including those with respect to our right and duty to defend the insured and your duties in the event of a "wrongful act", "claim" or "suit" apply irrespective of the application of this deductible amount. We may pay any part or all of the deductible amount and, upon notification of action taken, you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

#### **8. Illegal Profit Or Advantage**

Any insured who commits a "wrongful act" that gains or causes another person or organization to gain a profit or advantage to which the insured or other person or organization was not legally entitled.

#### **9. Employee Retirement Income Security Act**

Any "claim" arising out of any responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 or any amendments thereto.

#### **10. Employee Benefit Plan**

Any "wrongful act" related to the administration of any employee benefit plan.

#### **11. Workers Compensation**

Any "claim" arising out of any responsibilities, obligations or duties imposed upon any insured under a Workers Compensation, unemployment compensation, disability benefits, social security law or any similar law.

#### **12. Pollution**

Any "claim" arising, in whole or in part out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants; or for any "loss", cost or expense arising out of environmental impairment statutes or regulations, or governmental or any other request, demand or order to test, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of pollutants.

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.

#### **13. Asbestos Liability**

Any "claim" arising in whole or in part out of:

- a. The installation, storage, removal, disposal, handling, use or existence of, exposure to, or contact with asbestos or materials containing asbestos;
- b. The cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos or materials containing asbestos; or
- c. The failure to comply with the Asbestos Hazard Emergency Response Act, 15 USC 2641 et seq.

However, we will have the right and duty to defend such "suits" subject to an aggregate limit of \$50,000 for the "policy period" including any Discovery Period we provide, but we will have no obligation to pay any "loss" or "legal fees". Our duty to defend ends when this aggregate limit is exhausted by the payment of "defense expenses".

#### **14. Lead**

Any "claim" arising in whole or in part out of:

- a. The installation, storage, removal, disposal, handling, use or existence of, exposure to, or contact with lead or materials containing lead; or
- b. The cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead or materials containing lead.

#### **15. Nuclear Liability**

Any "claim" arising, directly or indirectly, from nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

#### **16. Sexual Misconduct Or Molestation**

Any actual or alleged sexual misconduct toward or sexual molestation of any person; or any allegations relating thereto that an insured negligently employed, investigated, supervised or retained a person, or based on an alleged practice, custom or policy, including but not limited to any allegation that a person's civil rights have been violated. This exclusion does not apply to the extent of coverage provided under Paragraph **D**. Coverage Extension – Employment-related Practices Liability of Section **I** – Coverage.

#### **17. War**

Injury or damage, however caused, arising, directly or indirectly, out of:

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

#### **D. Coverage Extension – Employment-related Practices Liability**

The insurance provided under this Coverage Part is extended to include "wrongful acts" that are employment-related and to which this insurance applies, subject to the following:

**1.** Employment-related "wrongful acts" are limited to actual or alleged:

- a. "Discrimination";
- b. "Workplace harassment";
- c. "Wrongful termination"; or
- d. "Workplace tort";

committed by the insured, or by any person for whose acts the insured is legally liable, while in the course of performing "educational institution" duties.

**2.** The following additional Exclusions apply with respect to this coverage extension:

This insurance does not apply to:



**a. Intentional Injury**

Any insured who intentionally causes the injury that arises out of an employment-related "wrongful act".

Injury means:

(1) Mental anguish, humiliation, injury to reputation, emotional distress, mental injury, shock or fright;  
or

(2) Physical injury, sickness or disease resulting from Paragraph (1) above;

sustained by a person. Injury includes disability or death resulting from Paragraph (1) or (2) above.

**b. Statutory Obligations**

Any "claim" arising out of any responsibilities, obligations or duties imposed upon any insured by the:

(1) Workers Adjustment and Retraining Notification Act, Public Law 100-379 (1988); or

(2) Consolidation Omnibus Budget Reconciliation Act of 1985

and any amendments thereto or any similar provisions of federal, state or local statutory law.

**c. Consequential Loss**

A "claim" made by a spouse, child, parent, brother, sister or domestic partner of a current, former, or prospective "employee" as a consequence of an employment-related "wrongful act".

**d. Oral Or Written Publication Of Material With Knowledge Of Falsity**

Any "claim" arising out of any written or oral publication of material, if committed by or at the direction of the insured with knowledge of its falsity.

**e. Post-Retirement Insurance Plan Benefits**

Any "claim" for payment of insurance plan benefits claimed by or on behalf of retired "employees".

**f. Collective Bargaining Process**

Any "claim" arising out of the collective bargaining process.

**g. Insurance Plan Benefits**

That part of any "loss" which constitutes payment of insurance plan benefits that a claimant would have been entitled to as an "employee", other than a retired "employee", had the insured provided the claimant with a continuation of insurance or a commencement of employment.

**h. Front Pay And Future Damages**

That part of any "loss" which constitutes front pay, future damages or other future economic relief or the equivalent thereof.

However, with respect to Paragraphs **g.** and **h.**, the provisions in Paragraph **B.** Defense And Defense Expense of Section I – Coverage apply, but we will have no obligation to pay any "loss".

**3. The following definitions are added with respect to this coverage extension:**

**a.** "Discrimination" means:

- (1) Demotion of, or failure or refusal to hire, promote or grant tenure to an "employee";
- (2) Termination of an employment relationship;
- (3) Failure or refusal to hire an applicant for employment; or
- (4) Any other employment practice that adversely affects the employment status of or the employment opportunities for an "employee" or applicant for employment;

because of race, color, religion, creed, age, sex, gender, disability or handicap, pregnancy, sexual orientation or preference, physical appearance or national origin.

b. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature that:

- (1) Are made explicitly or implicitly a condition of employment;
- (2) Are used as a basis for employment decisions; or
- (3) Create a work environment that:
  - (a) Is intimidating, hostile or offensive, or
  - (b) Unreasonably interferes with work performance.

c. "Workplace harassment" means verbal or physical conduct that creates a work environment that is intimidating, hostile or offensive or unreasonably interferes with work performance. "Workplace harassment" includes "sexual harassment".

d. "Workplace tort" means:

- (1) Oral or written publication of material that libels or slanders;
  - (2) Invasion of the right of privacy of;
  - (3) False arrest, detention or imprisonment of;
  - (4) Negligent hiring or evaluation of;
  - (5) Failure to employ or promote;
  - (6) Wrongful discipline of;
  - (7) Wrongful deprivation of the career opportunity of;
- a current, former or prospective "employee"; and
- (8) Other torts arising from the facts underlying any "claim" of "discrimination", "wrongful termination" or "workplace harassment".

e. "Wrongful termination" means:

- (1) Breach of an express oral or written employment contract, other than a collective bargaining agreement, when terminating an employment relationship;
- (2) Breach of an implied agreement to continue an employment relationship; or
- (3) Failure to exercise duty and care when terminating an employment relationship that does not arise out of Paragraph e.(1) or e.(2) above.

"Wrongful termination" includes constructive discharge.

However, Paragraph e.(1) above does not apply if such a breach is committed by or at the direction of the insured with knowledge that it is a breach of contract.

4. For the purposes of this coverage extension only, the following is added to the definition of "suit" under Paragraph L. of Section VI. Definitions:

"Suit" does not include labor or grievance arbitration subject to a collective bargaining agreement, employment handbook or other employment policies or procedures of the named insured.

## **SECTION II – WHO IS AN INSURED**

Each of the following is an insured:

- A. The "educational institution", and its board of governors, board of education, school committee, board of trustees, or commission.
- B. Each of the following is also an insured for acts within the scope of their duties as such:
  1. Any person who was, now is, or shall be an elected or appointed member of your board of governors, board of education, school committee, board of trustees, or commission;
  2. Your "employees". However, except to the extent of coverage provided by Paragraph D. Coverage Extension – Employment-related Practices Liability of Section I – Coverage, no "employee" is an insured for "claims" made:
    - a. By you or by a co-"employee" for "loss" arising out of and in the course of his or her employment or performing duties related to the conduct of your business;
    - b. By the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph a. above; or
    - c. For which there is any obligation to share damages with or repay someone else who must pay damages because of a "claim" described in Paragraph a. or b. above;
  3. Your student teachers teaching as part of their educational requirements; and
  4. Your "volunteer workers".
- 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.

## **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**

- A. The Limits of Insurance shown in the Declarations for this Coverage Part and the rules below fix the most we will pay regardless of the number of:
  1. Insureds;
  2. "Claims" made or "suits" brought; or
  3. Persons or organizations making "claims" or bringing "suits".
- B. **Aggregate Limit**

The Aggregate Limit is the most we will pay for all "loss" arising from all "wrongful acts" to which this insurance applies and for which a "claim" is first made during the "policy period".

### **C. Each Wrongful Act Limit**

Subject to Paragraph **B.** above, the Each Wrongful Act Limit is the most we will pay for the sum of all "loss" arising out of any one "wrongful act" to which this insurance applies.

A single "wrongful act" or a series of "wrongful acts" that have common or related facts, circumstances, situations, events, transactions or causes will be considered one "wrongful act".

### **D. Aggregate Defense Expense Amount – Non-Monetary Relief**

The Aggregate Defense Expense Amount – Non-Monetary Relief is the most we will pay for all "defense expenses" and "legal fees" arising from all "wrongful acts" to which this insurance applies for which a "claim" is first made during the "policy period" seeking only injunctive or other non-monetary relief.

### **E. Application Of Aggregate Limit And Aggregate Defense Expense Amount – Multi-Year Policies**

If this Coverage Part is in effect for a period of more than one year, the Aggregate Limit and the Defense Expense Amount – Non-Monetary Relief 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 Aggregate Limit and the Aggregate Defense Expense Amount – Non-Monetary Relief.

### **F. Deductible**

1. Our obligation to pay under this Coverage Part applies only to the amount of "loss" in excess of the Deductible amount, if any, shown in the Declarations for this Coverage Part, and the limits of insurance will not be reduced by the amount of such Deductible.
2. The Deductible amount applies to "loss" arising from all "claims" made because of one "wrongful act". A single "wrongful act" or a series of "wrongful acts" that have common or related facts, circumstances, situations, events, transactions or causes will be considered one "wrongful act".
3. The terms of this insurance including our right and duty to defend the insured against any "suit" seeking "loss" (Paragraph **B.1.** Defense And Defense Expense of Section **I** – Coverage) and your duties in the event of a "wrongful act", "claim" or "suit" (Paragraph **B.** Duties In The Event Of A Wrongful Act, Claim Or Suit of Section **IV** – School Leaders Errors And Omissions Liability Conditions) apply irrespective of the application of the Deductible amount.
4. We may pay any part or all of the Deductible amount to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.

## **SECTION IV – SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY CONDITIONS**

We have no duty to provide insurance under this Coverage Part unless you and any involved insured have fully complied with Conditions contained in this Coverage Part.

### **A. Bankruptcy**

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

### **B. Duties In The Event Of A Wrongful Act, Claim Or Suit**

1. You must see to it that we are notified as soon as practicable of any "wrongful act" which may result in a "claim". To the extent possible, notice should include:
  - a. How, when and where the "wrongful act" was committed;

- b. The names and addresses of any persons who may sustain damages and witnesses; and
- c. The nature of harm resulting from the "wrongful act".

Notice of a "wrongful act" is not notice of a "claim".

2. If a "claim" is received by any insured, you must:

- a. Immediately record the specifics of the "claim" and the date received; and
- b. Notify us promptly.

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

3. You and any involved insured must:

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

4. No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

### **C. Legal Action Against Us**

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

- 1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- 2. To sue us 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 obtained after an actual trial; but we will not be liable for "loss" amounts 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.

### **D. Other Insurance**

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

#### **1. Primary Insurance**

This insurance is primary except when Paragraph 2. 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 3. below.

#### **2. Excess Insurance**

- a. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

(1) That is effective prior to the beginning of the "policy period" of this insurance and applies to "wrongful acts" on other than a claims-made basis, if:

(a) No "retroactive date" is shown; or

(b) The other insurance has a "policy period" which continues after the "retroactive date"; or

(2) That covers "loss" we cover under Paragraph D. Coverage Extension – Employment-related Practices Liability of Section I – Coverage.

b. 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.

c. 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.

d. We will share the remaining "loss", if any, with any other insurance that is not described in this Excess Insurance provision and was not purchased specifically to apply in excess of the Limits of Insurance for this Coverage Part.

### 3. Method Of Sharing

a. 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.

b. 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. Premium Audit

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

2. 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. Audit premiums are due and payable on notice to the first Named Insured. 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.

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

### F. Representations

By accepting this policy, you agree:

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

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations to us.

## **G. 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:

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

## **H. 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.

## **I. Limitation When Two Or More Coverage Parts Or Policies Apply**

Insurance might be provided for the same "claim" by this Coverage Part and also by other Coverage Parts or policies issued to you by us or any of our affiliates. If this occurs, the maximum that we will pay under all such Coverage Parts or policies combined is the highest limit that applies in any one of these Coverage Parts or policies.

This provision does not apply to insurance that is purchased specifically (and which is specified in such insurance) to apply in excess of the Limits of Insurance for this Coverage Part.

## **J. 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.

Any State amendatory endorsement changing Nonrenewal Conditions for any part of this policy to which this Coverage Part forms a part, shall also apply to this Coverage Part.

## **K. Common Policy Conditions**

The following additional conditions apply with respect to this Coverage Part:

1. The Common Policy Conditions contained in form IL 00 17; and
2. Any applicable State amendments thereto.

## **SECTION V – DISCOVERY PERIODS**

**A.** We will provide one or more Discovery Periods, as described below, if:

1. This insurance is cancelled or not renewed; or
2. We renew or replace this Coverage Part with insurance that:
  - a. Does not apply to "wrongful acts" on a claims-made basis; or
  - b. Has a "retroactive date" later than the date shown in the Declarations.

**B.** Discovery Periods do not extend the "policy period" or change the scope of coverage provided. Once in effect, Discovery Periods cannot be cancelled.

- C. A Basic Discovery Period is automatically provided without an additional charge. This insurance applies to "claims" made during the Basic Discovery Period because of a "wrongful act" that is committed before the end of the "policy period" but not before the "retroactive date". A "claim" will be deemed to have been made in accordance with Paragraph **A.5**. Insuring Agreement of Section **I** – Coverage. The Basic Discovery Period starts with the end of the "policy period" and lasts for 60 days.

The Basic Discovery Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

When the Basic Discovery Period applies, Section **III** – Limits Of Insurance And Deductible is extended to include "claims" first made during the Basic Discovery Period however the Aggregate Limit and the Aggregate Defense Expense Amount – Non-Monetary Relief are not reinstated or increased.

- D. An Extended Discovery Period is available but only by endorsement and for an additional charge. This period starts when the Basic Discovery Period described in Paragraph **C.** above ends and lasts for 36 months. You must give us written request for the endorsement within 60 days after the end of the "policy period". The Extended Discovery Period will not go into effect unless you have paid all premiums due for the policy at the time you request Extended Discovery Period coverage and 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:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of Insurance available under this Coverage Part for future payment of damages; and
4. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

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

If the Extended Discovery Period is in effect, we will provide a Supplemental Aggregate Limit of Insurance and a Supplemental Aggregate Defense Expense Amount – Non-Monetary Relief, but only for "claims" first made during the Extended Discovery Period. The Supplemental Aggregate Limit of Insurance and the Supplemental Aggregate Defense Expense Amount – Non-Monetary Relief will each be equal to the respective dollar amount shown in the Declarations for this Coverage Part as Aggregate Limit and Aggregate Defense Expense Amount – Non-Monetary Relief, in effect at the end of the "policy period".

## **SECTION VI – DEFINITIONS**

- A. "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.
- B. "Claim" means:
1. A written demand for monetary damages, or injunctive or other non-monetary relief; or
  2. A "suit";
- against an insured for a "wrongful act" to which this insurance applies.



- C.** "Claims-made inception date" means the Claims-Made Inception Date shown in the Declarations. If a Claims-Made Inception Date is not shown in the Declarations, then the "claims-made inception date" shall be deemed to be the effective date of the first School Leaders Errors and Omissions Liability coverage issued and continuously provided by us or any of our affiliates, parent companies or subsidiaries.
- D.** "Defense expenses" means reasonable costs, charges and fees (including but not limited to attorneys' fees and experts' fees) and expenses allocated to a specific "claim" for its investigation, settlement or defense, and the premium for appeal, attachment, or similar bonds. "Defense expenses" does not include:
1. Wages, salaries, expenses or fees of your trustees, committee members, volunteers, directors, officers, or "employees";
  2. Wages, salaries and expenses of our employees; or
  3. Fees and expenses of independent adjusters we hire.
- E.** "Educational institution" means the educational entity shown as a Named Insured in the Declarations, as legally constituted at the beginning of the "policy period".
- F.** "Employee" includes a "leased worker" or a substitute teacher. "Employee" does not include a "temporary worker".
- G.** "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".
- H.** "Legal fees" means attorneys' fees, or expenses that the insured is legally obligated to pay as a result of an adverse judgment. "Legal fees" does not include cost of compliance with any injunctive or non-monetary relief action.
- I.** "Loss" means monetary damages, judgments (including prejudgment interest awarded against the insured on that part of the judgment paid by us), or settlements. "Loss" does not include:
1. Tuition expenses. However, "loss" does include tuition expenses if, at the time of the "wrongful act", you had programs and facilities that would have provided appropriate special education and related services in accordance with the Individuals with Disabilities Education Act of 1990 and any amendments thereto.
  2. Costs of compliance with any injunctive or other non-monetary relief action.
  3. Any costs or expenses incurred by any insured in making changes, modifications, alterations, or improvements to facilities, equipment, policies or procedures as part of an accommodation pursuant to the Americans With Disabilities Act of 1990 or any similar provisions of federal, state or local statutes, or common law.
  4. "Legal fees" when solely injunctive or other non-monetary relief is sought.
  5. Punitive or exemplary damages.
  6. The multiplied portion of multiple damages.
  7. Fines or penalties imposed by law.
  8. Matters deemed uninsurable according to the law under which this policy is construed.

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.

- J.** "Policy period" means the period stated in the Declarations of the policy of which this Coverage Part forms a part including any extension after issuance of the policy for an additional period of less than 12 months. However:

1. If this Coverage Part is issued to be effective subsequent to the effective date of such policy, the "policy period" for this Coverage Part will start with the effective date of the Coverage Part; and
  2. If this Coverage Part is cancelled prior to the expiration date of such policy, the "policy period" for this Coverage Part will end with the cancellation date of the Coverage Part.
- K.** "Retroactive date" means the Retroactive Date shown in the Declarations for this Coverage Part.
- L.** "Suit" means:
1. A civil proceeding commenced by the service of a complaint or similar pleading;
  2. A formal administrative or regulatory proceeding established under federal, state or local laws and commenced by the filing of a notice of charges, formal investigative order or similar document;
  3. An arbitration proceeding to which the insured must submit or does submit with our consent; or
  4. Any other alternative dispute resolution proceeding to which the insured submits with our consent because of a "wrongful act" to which this insurance applies.
- M.** "Temporary worker" means a person other than a substitute teacher who is furnished to you by another organization to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- N.** "Volunteer worker" means a person who donates her or his services to you with your knowledge and consent, and who is not paid a fee, salary or other remuneration.
- O.** "Wrongful act" means any actual or alleged act, breach of duty, neglect, error, omission, misstatement, or misleading statement committed by the insured, or by any person for whose acts the insured is legally liable, while in the course of performing "educational institution" duties.

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

**DEDUCTIBLE INSURANCE – NON-MONETARY RELIEF CLAIMS**

This endorsement modifies insurance provided under the following:

SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**Schedule**

**Deductible – Non-Monetary Relief Claims:**

**Amount**                      **Basis of Deductible**

**\$ 10,000**                      **Each "Wrongful Act"**

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

- A.** The following replaces **3.b.** of Paragraph **B. Defense And Defense Expense** under **Section I – Coverage**:
- b.** If the "claim" is seeking only injunctive or other non-monetary relief, our obligation to pay "defense expenses" under Paragraph **4.b.** below shall be the lesser of the following:
    - (1)** The amount in excess of the Deductible, if any, we would have paid for the costs and expenses incurred up to the date of such refusal if you had consented at the time of our recommendation; or
    - (2)** The Aggregate Defense Expense Amount – Non-Monetary Relief.

- B.** The following is added to Paragraph **F. Deductible** under **Section III – Limits Of Insurance**:

With respect to any "claim" seeking only injunctive or other non-monetary relief that we investigate or settle, or any "suit" seeking only injunctive or other non-monetary relief against an insured we defend:

1. Our obligation to pay under this Coverage Part applies only to "defense expenses" and "legal fees" in excess of the Deductible Amount, if any, shown in the Schedule of this endorsement. The Aggregate Defense Expense Amount – Non-Monetary Relief will not be reduced by the amount of such deductible.
2. The Deductible Amount applies to "defense expenses" and "legal fees" arising from all "claims" made because of one "wrongful act". A single "wrongful act" or a series of "wrongful acts" that have common or related facts, circumstances, situations, events, transactions or causes will be considered one "wrongful act".
3. The terms of this insurance including our right and duty to defend the insured against any "suit" seeking only injunctive or other non-monetary relief of Paragraph **B.1.b.** under **Section I – Coverage** and your duties in the event of "wrongful act", "claim" or "suit" of Paragraph **B. Duties In The Event Of A Wrongful Act, Claim Or Suit** under **Section IV – School Leaders Errors And Omissions Liability Conditions** apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

All other terms, conditions and exclusions shall remain the same.

**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 OR 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.

**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:

LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE PART  
SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

- 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 a 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:

LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE PART  
SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**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.

Policy Number: R62-Z51-293452-032  
Issued by: Liberty Mutual Fire Insurance Company

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

**EXCLUSION - EMINENT DOMAIN, INVERSE CONDEMNATION, ADVERSE POSSESSION**

This endorsement modifies insurance provided under the following:

SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

This insurance does not apply to any "claim" arising out of the rights of eminent domain, inverse condemnation or condemnation proceedings, adverse possession or dedication by adverse use (or by whatever name called), whether such liability accrues directly against any insured or by virtue of any agreement entered into by or on behalf of any insured.



Policy Number: R62-Z51-293452-032  
Issued by: Liberty Mutual Fire Insurance Company

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

**EXCLUSION – TAX ASSESSMENT**

This endorsement modifies insurance provided under the following:

SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

This insurance does not apply to any "claim" arising out of:

- a. Any tax assessment or adjustments;
- b. The collection, refund, disbursement or application of any taxes;
- c. Failure to anticipate tax revenue shortfalls; or
- d. Guarantee on bond issues.

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

**EXCLUSION – LAW ENFORCEMENT PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph C. Exclusions of Section I – Coverage:**

**Exclusion – Law Enforcement Professional Liability**

This insurance does not apply to:

- a.** 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
- b.** 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 **a.** above.

**B. For the purposes of this endorsement, the following definition is added to Section VI – 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.

Policy Number: R62-Z51-293452-032  
Issued by: Liberty Mutual Fire Insurance Company

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

**EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION  
AND DATA-RELATED LIABILITY**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE PART  
SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **C. Exclusions** of **Section I – Coverage**:

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

This insurance does not apply to:

Any "claim" arising out of:

- a.** 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
- b.** 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 **a.** or **b.** above.

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, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Policy Number: R62-Z51-293452-032  
Issued by: Liberty Mutual Fire Insurance Company

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

**EXCLUSION – RECORDING AND DISTRIBUTION OF MATERIAL IN VIOLATION OF LAW**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE PART  
SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **C. Exclusions** of **Section I – Coverage**:

**Recording And Distribution Of Material In Violation Of Law**

This insurance does not apply to:

Any "claim" arising directly or indirectly out of any act, breach of duty, neglect, error, omission, misstatement or misleading statement that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. 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
- d. 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.

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

**TENNESSEE CHANGES**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE PART  
SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

The following is added to Section **IV** – Conditions:

**Your Right To Claim, Wrongful Act** (if School Leaders Errors and Omissions Liability Coverage Part applies)  
or **Law Enforcement Wrongful Act** (if Law Enforcement Professional Liability Coverage Part applies)  
**Information**

1. If we receive a written request from an insured or an insured's designee, we will provide the person designated in the written request the following information relating to this and any preceding claims-made Coverage Part we have issued to you during the previous three years:
  - a. A list or other record of each "wrongful act" or "law enforcement wrongful act", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **B.1.** of the **Duties In The Event Of A Wrongful Act, Claim Or Suit** Condition under Section **IV** – Conditions. We will include the date and brief description of the "wrongful act" or "law enforcement wrongful act" if that information was in the notice we received.
  - b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Limit of Insurance.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must see to it that you, or any other person designated in the written request, do not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information to the person designated in the written request within 10 business days of receipt of the written request.

We compile "claim", "wrongful act" and "law enforcement wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the person designated in the written request, we make no representations or warranties to insureds, persons designated in the written request, insurers, or any others to whom this information is furnished by or on behalf of any insured. Any cancellation or nonrenewal of this Coverage Part will be effective even if we inadvertently provide inaccurate information.

2. If Paragraph 1. does not apply and we cancel or elect not to renew this Coverage Part, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding claims-made Coverage Part we have issued to you during the previous three years:
  - a. A list or other record of each "wrongful act" or "law enforcement wrongful act", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **B.1.** of the **Duties In The Event Of A Wrongful Act, Claim Or Suit** Condition under Section **IV** – Conditions. We will include the date and brief description of the "wrongful act" or "law enforcement wrongful act" if that information was in the notice we received.

- b.** A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Limit of Insurance.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide such information no later than 30 days before the date of policy termination.

We compile "claim", "wrongful act" and "law enforcement wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

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

**TENNESSEE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE PART  
SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**A.** Paragraphs **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.



# 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, policyholders, 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	Personal Data;
Protected Classification Characteristics;	Commercial Information;
Internet or other similar network activity;	Claims Data;
Inferences drawn from other personal information;	Risk Data;
Professional, employment, and education information;	

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](http://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.