

ROANE COUNTY BOARD OF EDUCATION  
PO BOX 643  
KINGSTON, TN 37763

**CNI 90 04 01 12**  
Insured

APEX INSURANCE AGENCY LLC  
ATTN LAUREN MERKEL  
1720 WINDWARD CONCOURSE  
STE 230  
ALPHARETTA, GA 30005-2291

**CNI 90 05 01 12**  
Producer

**COMMERCIAL LIABILITY –  
UMBRELLA DECLARATIONS**



Issued by: Liberty Insurance Corporation

Policy Number: TH7-Z51-293452-062

Renewal of: TH7-Z51-293452-061

Producer:  
APEX INSURANCE AGENCY LLC  
1720 WINDWARD CONCOURSE  
STE 230  
ALPHARETTA, GA 30005-2291

**Item 1. Named Insured and Mailing Address:**

ROANE COUNTY BOARD OF EDUCATION  
PO BOX 643  
KINGSTON, TN 37763

The Named Insured is: Corporation

**Item 2. Policy Period: 7/1/2022 to 7/1/2023 at 12:01 A.M. standard time at above mailing address.**

**Item 3. Limits of Insurance:**

Each Occurrence Limit	\$ 5,000,000
General Aggregate Limit	\$ 5,000,000
Products-Completed Operations Aggregate Limit	\$ 5,000,000

**Item 4. Self-Insured Retention – Each Occurrence:** \$ 10,000

**Item 5. Premium:**

Premium Basis	Audit Basis	Estimated Exposure	Rate	Advance Premium
Flat Charge	0			\$ 32,372

Certified Acts of Terrorism Coverage:	\$ 809
Total Advance Premium:	\$ 33,181

Minimum Retained Premium: \$ 0

Issued	Code Number	Account Number	Sub-Account Number
dc 6/20/2022	99935	5-293452	0000

**Item 6. Underlying Insurance:**

<b>Coverage</b>	<b>Insurer Policy Period Policy Number</b>	<b>Limits of Insurance</b>
Auto Liability	Liberty Mutual Fire Insurance Company 7/1/2022 to 7/1/2023 AS2-Z51-293452-012	\$1,000,000 CSL
General Liability	Liberty Mutual Fire Insurance Company 7/1/2022 to 7/1/2023 TB2-Z51-293452-022	\$1,000,000 Each Occurrence \$3,000,000 General Aggregate \$3,000,000 Products/Completed Ops Aggregate \$1,000,000 Pers & Adv Injury Limit
Employee Benefits Liability	Liberty Mutual Fire Insurance Company 7/1/2022 to 7/1/2023 TB2-Z51-293452-022	\$1,000,000 Each Employee \$3,000,000 Aggregate
School Leaders Errors and Omissions Liability	Liberty Mutual Fire Insurance Company 7/1/2022 to 7/1/2023 R62-Z51-293452-032	\$1,000,000 Each Wrongful Act \$1,000,000 Aggregate
Sexual Misconduct and Molestation Liability	Liberty Mutual Fire Insurance Company 7/1/2022 to 7/1/2023 TB2-Z51-293452-022	\$1,000,000 Each Loss \$1,000,000 Aggregate

These Declarations and any Declarations Extension Schedules, together with the Coverage Form and any Endorsement(s) complete this policy.

Forms and Endorsements attached to this policy: See Attached Schedule

Countersigned by:




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Authorized Company Representative

## SCHEDULE OF FORMS AND ENDORSEMENTS

<u>Form Number</u>	<u>Form Name</u>
LCU 00 02 01 18	Commercial Liability - Umbrella Declarations
LCU 00 01 01 18	Commercial Liability – Umbrella Coverage Form
LCU 02 13 01 18	Tennessee Changes – Cancellation And Nonrenewal
LCU 04 11 01 18	Crisis Management Coverage
LCU 04 13 07 21	Sexual Misconduct Liability Coverage Limitation
LCU 04 19 02 20	School Leaders Errors and Omissions Liability Coverage Limitation (Claims-Made)
LCU 04 20 02 20	School Amendatory Endorsement
LCU 04 38 04 22	Schools – Unlawful Discrimination Limitation
LCU 21 04 01 18	Cross Suits Exclusion
LCU 21 12 01 18	Employer's Liability Exclusion
LCU 21 19 01 18	Silica or Silica-Related Dust Exclusion
LCU 21 47 01 18	Damage First Occurring Prior To Policy Period Exclusion
LCU 21 85 01 18	Access or Disclosure of Confidential or Personal Information and Data- Related Liability Exclusion – With Limited Bodily Injury Exception
LCU 21 90 01 18	Unmanned Aircraft Exclusion
LCU 21 105 01 18	Climbing or Rappelling Walls Exclusion
LCU 21 106 01 18	Trampoline Exclusion
LCU 21 109 08 18	School Law Enforcement Professional Liability Exclusion
LCU 21 122 01 18	Lead Exclusion
LCU 22 04 01 18	Public Entity Immunity And Tort Cap Preservation
LCU 24 09 09 19	Foreign Liability Limitation
LCU 24 25 01 18	Schools – Auto Coverages Follow Form With Total Pollution Exclusion
LCU 25 09 01 18	Non-Cumulation Of Liability (Same Occurrence)
LCU 26 01 01 18	Total Pollution Exclusion
LCU 60 01 01 18	Underlying Coverage Requirement For Certified Acts Of Terrorism
LCU 60 04 01 18	Cap on Losses from Certified Acts of Terrorism

LCU 60 06 01 18	Punitive Damages Related To A Certified Act Of Terrorism Exclusion
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
LIL 90 05 06 13	Participating Provision

## COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

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

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

The word **insured** means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in bold font have special meaning. If not defined in the section in which they first appear, refer to **SECTION VII – DEFINITIONS**.

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

### INSURING AGREEMENTS

#### SECTION I – COVERAGES

1. We will pay on behalf of the insured those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages because of **bodily injury, property damage** or **personal and advertising injury** to which this insurance applies. In addition, we will pay those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages because of a negligent act, error or omission committed in the administration of the Named Insured's employee benefit program, to which this insurance applies.

The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

2. With respect to **bodily injury, property damage** or **personal and advertising injury**, this insurance applies only if:
  - a. The **bodily injury** or **property damage** occurs during the **policy period**, or the **personal and advertising injury** is caused by an offense arising out of your business but only if the offense was committed during the **policy period**;
  - b. The **bodily injury, property damage** or **personal and advertising injury** is caused by an **occurrence** that takes place anywhere; and
  - c. Prior to the **policy period**, no insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** or any **employee** who has been authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part.
3. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED**, or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
  - a. Reports all, or any part of, such **bodily injury** or **property damage** to us or any other insurer;
  - b. Receives a written or oral demand or claim for damages because of such **bodily injury** or **property damage**; or
  - c. Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.

If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury**, or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury**, or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

4. **Bodily injury** or **property damage** which occurs during the **policy period** and which was not, prior to the **policy period**, known to have occurred or to have begun to occur by any insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
5. If we are prevented by law or statute from directly paying damages covered by this policy on behalf of the insured, then we will, where permitted, indemnify the Named Insured for those sums paid in excess of the **retained limit**.

As used in Paragraphs 2.c., 3. and 4. above, an insured listed under Paragraph 3. of **SECTION II – WHO IS AN INSURED** does not include a stockholder who is not otherwise an insured.

## **SECTION II – WHO IS AN INSURED**

1. The **first named insured** is an insured.
2. Any organization that is a subsidiary of the **first named insured** and over which you maintain ownership or majority interest as of the effective date of this policy, provided such organization was made known to us by the effective date of this policy and is included as an insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.
3. If you are designated in the Declarations as:
  - a. An individual, you and your **spouse** are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their **spouses** are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
4. Each of the following is also an insured:
  - a. Your **volunteer workers** but only while performing duties related to the conduct of your business, your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

### **(1) Bodily injury or personal and advertising injury:**

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a **co-employee** in the course of his or her employment or performing duties related to the conduct of your business or to your other **volunteer workers** while performing duties related to the conduct of your business;



- (b) To the **spouse**, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, Paragraphs (1)(a), (1)(b) and (1)(c) do not apply to the extent **underlying insurance** provides coverage for such person(s). Coverage under this policy will be no broader than that provided by **underlying insurance**.

Insurance provided by this policy for **bodily injury** to a co-**employee** or **volunteer worker** will not apply if the injured co-**employee's** or **volunteer worker's** sole remedy for such injury is provided under a workers' compensation law or any similar law.

**(2) Property damage** to property:

- (a) Owned, occupied, used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your **employee**) or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any person or organization included as an additional insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, this insurance will be no broader than that which you are required by the contract or agreement to provide for such additional insured.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

- f. Any person while using with your permission a **covered auto** and any person or organization legally responsible for its use, but only if that person is an insured with respect to liability arising out of the ownership, maintenance, use or entrustment to others of **covered autos**.
5. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured under this policy if there is no other similar insurance available to that organization and that organization qualifies as an insured in **underlying insurance**. However:

- a. Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the **policy period**, whichever is earlier. However, such coverage will be provided for no longer than that provided by **underlying insurance**; and
- b. Coverage does not apply to any liability that occurred or offense committed before you acquired or formed the organization.

Except as provided in Paragraph 5. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or **suits** brought;
  - c. Persons or organizations making claims or bringing **suits**; or
  - d. Coverages provided under this policy.
2. The General Aggregate Limit is the most we will pay for the sum of all damages covered under this policy, except:
  - a. Damage included in the **products-completed operations hazard**; and
  - b. Damage covered by **underlying insurance** to which no aggregate limit applies.

The General Aggregate Limit applies separately and in the same manner as the aggregate limits in the **underlying insurance**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to Paragraphs 2. and 3. above, if either applies, the Each Occurrence Limit is the most we will pay for the sum of all damages covered under this policy arising out of any one **occurrence**.
5. If the applicable limits of insurance of **underlying insurance** or **other insurance** providing coverage to the insured are reduced or exhausted by payments of damages, subject to the terms and conditions of this policy, we will:
  - a. In the event of reduction, pay in excess of the reduced applicable limits of **underlying insurance** or **other insurance**; or
  - b. In the event of exhaustion, continue in force as **underlying insurance**, but for no broader coverage than is available under this policy.

The **retained limit** will not be reduced or exhausted by defense costs, loss adjustment expenses, supplementary payments or similar amounts that reduce or exhaust the policy limits of **underlying insurance** or **other insurance**.

6. If any **underlying insurance** has a limit of insurance greater than the amount shown in the Schedule of Underlying Insurance this policy will apply in excess of the greater amount.

7. The Limits of Insurance of this policy 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**, unless the **policy period** is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.
8. If coverage provided to an additional insured is required by a contract or agreement, we will pay on behalf of the additional insured the lesser of:
  - a. The amount of insurance required by the contract or agreement less any amounts payable by any **underlying insurance** or otherwise retained; or
  - b. The available applicable Limits of Insurance of this policy.

#### SECTION IV – DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend any **suit** seeking damages covered by this insurance, by counsel of our choice, when:
  - a. The total applicable limits of **underlying insurance** and **other insurance** have been exhausted by payment of damages covered by this policy; or
  - b. The damages sought because of **bodily injury, property damage, personal and advertising injury** or any damage arising from any actual or alleged negligent act, error or omission in the administration of the Named Insured's employee benefit program to which this insurance applies would not be covered by **underlying insurance** or **other insurance**.

However, we have no duty to defend any **suit** if any other insurer has a duty to defend.

2. If we have a duty to defend but are prevented by law or statute from performing that duty, you agree to take up such defense and investigation. We will reimburse you for our share of the reasonable costs paid for such investigation or defense.
3. We have the right, but not the duty, at our expense, to participate in the defense of any **suit** and the investigation of any claim to which this insurance may apply. However, if we exercise this right, we will not contribute to the expenses of the insured or **underlying insurer**.
4. We will pay the following supplementary payments, with respect to any claim we investigate or settle, or any **suit** against the insured we defend:
  - a. All expenses we incur.
  - b. The premium for bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance of this policy. We do not have to furnish these bonds.
  - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit** including actual loss of earnings because of time off from work, but not including the salaries of the insured's **employees**, and in no event more than \$500 a day.
  - d. All court costs taxed against the insured in the **suit**.
  - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. However, if we make a settlement offer within the applicable Limits of Insurance of this policy that is acceptable to the claimant, or make an offer to pay the applicable Limits of Insurance of this policy, we will not pay any prejudgment interest accruing after we make such offer.
  - f. Post-judgment interest awarded against the insured on that part of the judgment we pay that accrues after the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limits of Insurance of this policy.

These payments will not reduce the Limits of Insurance of this policy.

5. Our duty to defend any claim or **suit** and make any supplementary payments ends once we have exhausted the applicable Limits of Insurance of this policy by payment of judgment or settlements.

## SECTION V – EXCLUSIONS

This insurance does not apply to:

### 1. Aircraft

Any liability arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

### 2. Asbestos

Any liability arising or allegedly arising out of asbestos either alone or in combination with other substances or factors.

### 3. Auto Coverages

a. **Bodily injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any **auto**. Use includes operation and **loading or unloading**. However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

b. Any loss, cost or expense payable under or resulting from a first party physical damage coverage, no-fault law, personal injury protection or auto medical payments coverage, or uninsured or underinsured motorist law.

### 4. Contractual Liability

Any obligation of the insured by reason of the assumption of liability in a contract or agreement, including an **insured contract**.

This exclusion does not apply to:

- a. Liability for damages that the insured would have in the absence of the contract or agreement;
- b. **Bodily injury or property damage** assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of the **insured contract**; or
- c. The extent **underlying insurance** provides coverage for **personal and advertising injury** assumed in an **insured contract**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of such liability, provided:

- (1) The liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

- (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

## 5. Damage to Impaired Property or Property Not Physically Injured

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

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

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

## 6. Damage to Property

**Property damage** to:

- a. Property you own, rent or occupy including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

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

Paragraphs **c.**, **d.**, **e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

## 7. Damage to Your Product

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

## 8. Damage to Your Work

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

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

## 9. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto or any similar federal, state or local statute or regulation.

## 10. Electronic Data

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

## 11. Employee Benefits Liability

Any actual or alleged act, error or omission in the administration of the Named Insured's employee benefit program. However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**, subject to the following:

- a. If the applicable **underlying insurance** applies such coverage on a claims-made basis:
  - (1) This insurance applies only if:
    - (a) The negligent act, error or omission committed in the administration of the Named Insured's employee benefit program occurs on or after the retroactive date, if any, provided by the **underlying insurance** and prior to the end of the **policy period**; and
    - (b) The claim or suit for such negligent act, error or omission is first made in writing against any insured during:
      - (i) The **policy period**; or
      - (ii) An extended reporting period as provided by **underlying insurance**, subject to Paragraph (2) below.
  - (2) Any extended reporting period provided by this policy will not reinstate or increase the Limits of Insurance applicable to any claim to which this insurance applies, extend the **policy period** or change the scope of coverage provided by this policy.
- b. If the applicable **underlying insurance** does not apply such coverage on a claim-made basis, this insurance applies only if the negligent act, error or omission committed in the administration of the Named Insured's employee benefit program occurs during the **policy period**.

## 12. Employer's Liability

**Bodily injury** to:

- a. An **employee** of the insured 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 the injury.

However, this exclusion does not apply:

- a. To liability assumed by the insured under an **insured contract**; or

- b. If the **bodily injury** is covered by **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

### 13. Employment-Related Practices

- a. Any liability arising out of:
  - (1) Refusal to employ a person;
  - (2) Termination of a person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, failure to promote, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at a person; or
- b. Consequential **bodily injury** or **personal and advertising injury** to the **spouse**, child, parent, brother or sister of that person at whom any of the employment-related practices described in Paragraph **a.** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraph **a.** above occurs before employment, during employment or after employment of a person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

### 14. Expected or Intended Injury

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

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

### 15. Fungi or Bacteria

Any liability arising out of or related in any way to **fungi** or bacteria, the exposure to **fungi** or bacteria, or any claims arising from **fungi** or bacteria. This includes but is not limited to:

- a. Injury or damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence or presence of any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage; or
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of **fungi** or bacteria, by any insured or by any other person or entity.

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

### 16. Liquor Liability

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

- a. Causing or contributing to the intoxication of any person;

- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the **occurrence** which caused the **bodily injury** or **property damage**, involved that which is described in Paragraph **a.**, **b.** or **c.** above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

We will follow **underlying insurance** with respect to whether or not permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is considered the business of selling, serving or furnishing alcoholic beverages.

## 17. Nuclear Energy

- a. Any liability:
  - (1) With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limits of insurance; or
  - (2) Resulting from the **hazardous properties of nuclear material** and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or **(b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. Any liability resulting from the **hazardous properties of nuclear material**, if:
  - (1) The **nuclear material (a)** is at any **nuclear facility** owned by, or operated by or on behalf of, an insured; or **(b)** has been discharged or dispersed therefrom;
  - (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this Paragraph **(3)** applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in this exclusion:

- a. **Hazardous properties** include radioactive, toxic or explosive properties.
- b. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**.
- c. **Source material**, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- d. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.



- e. **Waste** means any **waste** material:
- (1) Containing **by-product material** other than the tailings or **wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
  - (2) Resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
- f. **Nuclear facility** means:
- (1) Any **nuclear reactor**;
  - (2) Any equipment or device designed or used for:
    - (a) Separating the isotopes of uranium or plutonium;
    - (b) Processing or utilizing **spent fuel**; or
    - (c) Handling, processing or packaging **waste**;
  - (3) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
  - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- g. **Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. **Property damage** includes all forms of radioactive contamination of property.

## 18. Personal and Advertising Injury

- a. Caused by an offense committed by or on behalf of the insured with knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**;
- b. Arising out of the oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. Arising out of the oral, written or electronic publication, in any manner, of material whose content, in the same or substantially the same form, was published before the beginning of the **policy period**;
- d. Arising out of a criminal act committed by or at the direction of the insured;
- e. Arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**;
- f. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **advertisement**;
- g. Arising out of the wrong description of the price of goods, products or services stated in your **advertisement**;

- h. Arising out of infringement of, or any other violation relating to copyright, patent, trademark, trade secret or other intellectual property right.

However, this Paragraph h. does not apply to:

- (1) Infringement of copyright, trade dress or slogan, committed in your **advertisement**; or
- (2) The unauthorized use in your **advertisement** of another's idea for an **advertisement**;

- i. Committed by an insured whose business is:

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

However, this Paragraph i. does not apply to Paragraphs **18.a.**, **18.b.** and **18.c.** under **SECTION VII – DEFINITIONS**. For purposes of this Paragraph i., the placing of frames, borders or links, or advertising for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting;

- j. Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or

- k. Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

## 19. Pollution

- a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, anywhere at any time, whether included in a product or otherwise.

However, this exclusion does not apply to the extent **underlying insurance** provides coverage for liability described in Paragraphs (1) through (6) below. Coverage under this policy will be no broader than that provided by **underlying insurance**.

- (1) **Bodily injury** if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (2) **Bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**;

- (3) **Bodily injury** or **property damage** arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor;

- (4) **Bodily injury** or **property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;

**(5) Bodily injury or property damage** arising out of the escape of fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of a **covered auto** or its parts, if:

**(a)** The **pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**; and

**(b)** The **bodily injury or property damage** does not arise out of the operation of any equipment shown in Paragraphs **f.(2)** and **f.(3)** of the definition of **mobile equipment**; or

**(6) Bodily injury or property damage** caused by or resulting from **occurrences** that take place away from premises owned by or rented to an insured with respect to **pollutants** not in or upon a **covered auto** if:

**(a)** The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a **covered auto**; and

**(b)** The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

**b.** Any loss, cost or expense arising out of any:

**(1)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or

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

This exclusion applies regardless of whether such discharge, dispersal, seepage, migration, release or escape occurs inside or outside a building or whether such **pollutant** has any function in your business, operations, premises, site or location.

## **20. Recall of Products, Work or Impaired Property**

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

**a. Your Product;**

**b. Your Work;** or

**c. Impaired Property;**

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

## **21. Recording and Distribution of Material or Information in Violation of Law**

Any liability arising out of any action or omission 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 Transaction 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.

## 22. War

Any liability, however caused, arising 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.

## 23. Watercraft

Any liability arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

## 24. Workers' Compensation and Similar Laws

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

## SECTION VI – CONDITIONS

### 1. Appeals

If the insured or the **underlying insurers** elect not to appeal a judgment, we may elect to do so. If we appeal, we will be liable for all court costs, expenses incurred and interest incidental to the appeal, which will be in addition to the Limits of Insurance of this policy. However, our liability for such a judgment or settlement will not exceed the Limits of Insurance of this policy.

### 2. Audit and Premium

- a. You agree to pay the premium when due.
- b. The Premium shown as Advance Premium on the Declarations is a flat charge unless a rate is shown.
- c. If a rate is shown in the Declarations, the Advance Premium shown in the Declarations is an estimated premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the **first named insured**. If the earned premium is greater than Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to the **first named insured**, subject to the Minimum Retained Premium, if any, shown in the Declarations, for each twelve months of the **policy period**.
- d. The **first named insured** should keep records of the information we need for premium computation and make available to us or send us this information whenever we request.
- e. We may examine your books and records as they relate to this policy at any time during the **policy period** and for up to three years after the expiration or termination of this policy.

- f. We may, at our option, make an additional premium charge for any organization that you acquire or form during the **policy period**.

### 3. Bankruptcy or Insolvency

Your or any **underlying insurer's** bankruptcy, insolvency or inability to pay shall neither relieve nor increase our obligations under this policy.

However, under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation of **underlying insurance**. This insurance will apply as if the **underlying insurance** were in full effect.

### 4. Cancellation and Nonrenewal

- a. The **first named insured** may cancel this policy by mailing or delivering advance written notice to us stating when cancellation is to take effect.
- b. We may cancel this policy by mailing or delivering to the **first named insured** written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

We will mail or deliver our notice to the **first named insured's** last mailing address known to us.

- c. The **policy period** will end on the day and hour stated in the cancellation notice.
- d. If we cancel, final premium will be calculated pro rata based on the time the policy was actually in effect.
- e. If the **first named insured** cancels, the premium refund may be less than pro rata and will be subject to the Minimum Retained Premium, if any, shown in the Declarations.
- f. Premium adjustment will be made at the time of cancellation or as soon as practicable thereafter, but cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due.
- g. If we decide not to renew this policy, we will mail or deliver our written notice of nonrenewal to the **first named insured's** last mailing address known to us not less than 30 days before the policy expiration date.
- h. If notice is mailed, proof of mailing will be sufficient proof of notice.

### 5. Changes

This policy may be amended only by a written endorsement to this policy issued by us.

### 6. Duties in the Event of Occurrence, Claim or Suit

- a. You must promptly notify us of any **occurrence** which may result in a claim or **suit** seeking damages under this policy. To the extent possible, notice should include:
  - (1) How, when and where the **occurrence** took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the **occurrence**.

Notice of an **occurrence** is not notice of a claim.

- b. If a claim is made or **suit** is brought against any insured that is reasonably likely to involve the coverage provided by this policy, you must notify us in writing promptly.
- c. You and any other involved insured also must:
  - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or **suit**;
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement, or defense of any claim or **suit** we investigate, settle or defend; and
  - (4) Upon our request, assist us in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, make any admission, or incur any expense, other than for first aid, without our consent.

As used in this Paragraph 6. promptly means as soon as practicable after knowledge of the **occurrence** has been reported to an **executive officer** of the insured, or to the **employee** designated by the insured to give us notice.

## 7. Inspection

We have the right but are not obligated to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. However, we do not undertake to perform the duty of you or any person or organization to provide for the health or safety of your **employees** or the public. We do not warrant the health and safety conditions of your premises or operations, nor do we represent or certify that your premises or operations comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization, which makes insurance inspections, surveys, reports or recommendations for us.

## 8. Legal Action Against Us

No person or organization has the right under this policy:

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

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

## 9. Maintenance of Underlying Insurance

During the **policy period** you must ensure that:

- a. All **underlying insurance** remains in effect;
- b. The terms, definitions, conditions, and exclusions of all **underlying insurance** do not materially change;
- c. Any renewals or replacements of any **underlying insurance** will not be more restrictive in coverage and will afford limits of insurance equal to or greater than the policy being renewed or replaced;

- d. The total applicable limits of all **underlying insurance** do not decrease, except for any reduction or exhaustion of aggregate limits by payment of judgments or settlements; and
- e. You notify us in writing, as soon as practicable, if any **underlying insurance** is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any **underlying insurance** is changed.

Failure to comply with these requirements will not invalidate this insurance. However, in the event of such failure, we will only be liable to the same extent that we would have been, had you fully complied with these requirements.

#### 10. Named Insureds

- a. The **first named insured** is authorized to act and agrees to act on behalf of all persons or organizations insured under this policy with respect to all matters pertaining to the insurance afforded by the policy.
- b. Each Named Insured is jointly and severally liable for:
  - (1) All premiums due under this policy; and
  - (2) Any other financial obligations of any Named Insured to us arising out of any agreements contained in this policy.

#### 11. Other Insurance

This insurance is excess over, and will not share or contribute with any **other insurance** whether primary, excess, contingent or on any other basis.

However, this insurance will not seek contribution from any **other insurance** available to an additional insured provided that:

- a. The additional insured is a Named Insured on such **other insurance**;
- b. You have agreed in a written contract or agreement with the additional insured that this insurance would not seek contribution from any **other insurance** available;
- c. **Underlying insurance** includes the person or organization as an additional insured; and
- d. **Underlying insurance** provides coverage to the person or organization on a primary and noncontributory basis.

#### 12. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate, complete and based on information and representations you provided or made to us;
- b. We have issued this policy in reliance upon your information and representations.

#### 13. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and any rights or duties specifically assigned to the **first named insured**, this insurance applies:

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

#### 14. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations of the state or jurisdiction where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations.

#### 15. Trade or Economic Sanctions

This insurance applies except to the extent coverage is in violation of any trade or economic sanction, embargo or similar regulation imposed by the United States of America.

#### 16. Transfer of Rights of Recovery Against Others to Us

- a. If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured will do all that is necessary to secure such rights and must help us enforce them. The insured will do nothing after loss to prejudice such rights.

We have the right to recover our payments from anyone liable for injury or damage covered by this policy. We waive any right of recovery we may have against a person or organization, if you waive any right of recovery against such a person or organization in a written contract, but only if such contract was executed prior to injury or damage.

- b. Any recoveries shall be applied as follows:

- (1) Any person or organization, including the insured, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
- (2) We then will be reimbursed up to the amount we have paid; and
- (3) Lastly, any person or organization, including the insured, that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred by us in the exercise of the rights of recovery shall be apportioned among the persons or organizations, including the insured, in the ratio of their respective recoveries as finally settled.

#### 17. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, 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. However, in such event, notice of cancellation of this policy sent to the **first named insured** and mailed to the last mailing address known to us will be sufficient notice to effect cancellation of this policy.

#### 18. Unintentional Failure to Disclose

There will be no coverage under this policy for hazards you fail to disclose at the inception of the **policy period**, except that unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report the hazard to us as soon as practical after discovering the failure to disclose.

#### 19. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the **underlying insurer** has paid or is obligated to pay the full amount of the **retained limit**. However, when an agreed settlement or final judgment has been determined, we will promptly pay on behalf of the insured those sums falling within the terms of this policy.



You will promptly reimburse us for any amount within the Self-Insured Retention paid by us on your behalf.

## SECTION VII – DEFINITIONS

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

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

3. **Bodily injury** means physical injury, sickness or disease, including death of a person. **Bodily injury** also means mental injury, mental anguish, humiliation, or shock if resulting from physical injury, sickness, or disease to that person.
4. **Covered auto** means only an **auto** for which coverage is provided by **underlying insurance**.
5. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
6. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.
7. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. **First named insured** means the person or organization shown as the Named Insured in the Declarations or, if more than one name appears, the Named Insured listed first in the Declarations.
9. **Fungi** means any type or form of fungus including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by **fungi**.
10. **Hostile fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
11. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
  - a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
  - a. The repair, replacement, adjustment, or removal of **your product** or **your work**; or

- b. Your fulfilling the terms of the contract or agreement.

**12. Insured contract** means:

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

Paragraphs **f.** and **g.** above do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver;
- (3) That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for your use of a **covered auto** over a route or territory that the person or organization is authorized to serve by public authority;
- (4) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (5) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (4) above and supervisory, inspection, architectural or engineering activities.

- 13. 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**.

**14. Loading or unloading** means the handling of property:

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

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

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

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

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

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

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

**16. Occurrence** means, with respect to:

- a. **Bodily injury or property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one **occurrence**;
- b. **Personal and advertising injury**, an offense or series of related offenses. All damages that arise from the same act, publication or general conditions are considered to arise out of the same **occurrence**, regardless of the frequency or repetition thereof, the number or kind of media used or the number of claimants;
- c. Employee Benefits Liability, an act, error or omission or a series of related acts, errors or omissions negligently committed in the administration of the Named Insured's employee benefit program.

**17. Other insurance** means any valid and collectible policies of insurance providing coverage for damages covered in whole or in part by this policy.

**Other insurance** does not include **underlying insurance**, any amount shown in the Declarations as a Self-Insured Retention or any insurance specifically written as excess over this policy.

**18. Personal and advertising injury** means injury arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your **advertisement**; or
- g. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

**Bodily injury** that arises out of **personal and advertising injury** will be considered **personal and advertising injury**.

**19. Policy period** means the period of time from the effective date of this policy shown in **Item 2.** of the Declarations to the earlier of the expiration, termination or cancellation date of this policy.

**20. 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.

**21. Products-completed operations hazard:**

- a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. **Your work** will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

b. This hazard does not include **bodily injury** or **property damage** arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you created by the **loading or unloading** of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment, or abandoned or unused materials.

**22. Property damage** means:

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

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

**23. Retained limit** means as to each **occurrence** the greater of:

- a. The total applicable limits of the **underlying insurance** plus any **other insurance** available to the insured; or
- b. The Self-Insured Retention shown in the Declarations as a result of any one **occurrence** not covered by **underlying insurance** nor any **other insurance**. The Self-Insured Retention does not apply to **occurrences** that would have been covered by **underlying insurance** but for the exhaustion of applicable limits.

**24. Spouse** means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws or under the Named Insured's employee benefit program.

**25. Suit** means a civil proceeding in which damages because of any liability to which this insurance applies are alleged.

**Suit** includes:

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

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

**27. Underlying insurance** means the policy or policies of insurance or self-insurance listed in the Declarations under the Schedule of Underlying Insurance.

**28. Underlying insurer** means any insurer who provides **underlying insurance**.

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

**30. Your product:**

**a. Means:**

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

(2) The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**31. Your work:**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts, or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and

(2) The providing of or failure to provide warnings or instructions.

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

**TENNESSEE CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Paragraph 4. of **SECTION VI – CONDITIONS** is deleted and replaced by the following:

**4. Cancellation and Nonrenewal**

- a. The **first named insured** may cancel this policy by mailing or delivering written notice to us stating when cancellation is to take effect.
- b. When this policy is in effect for less than 60 days and is not a renewal or continuation policy, we may cancel for any reason by mailing or delivering to the **first named insured** written notice of cancellation, including the reason for cancellation, at least 10 days before the effective date of cancellation.
- c. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may cancel only for 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;
    - (c) Failure to comply with written loss control recommendations;
    - (d) Material change in the risk which increases the risk of loss after we issued or renewed insurance coverage;
    - (e) 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;
    - (f) Your violation or breach of any policy terms or conditions; or
    - (g) Other reasons that are approved by the insurance commissioner.

We will mail or deliver to the **first named insured** written notice of cancellation, including the reason for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- d. The **policy period** will end on the day and hour stated in the cancellation notice.

- e. If we cancel, final premium will be calculated pro rata based on the time the policy was actually in effect.
- f. If the **first named insured** cancels, the premium refund may be less than pro rata and will be subject to the Minimum Retained Premium, if any, shown in the Declarations.
- g. Premium adjustment will be made at the time of cancellation or as soon as practicable thereafter, but cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check or our representative's check, mailed or delivered, shall be sufficient tender of any refund due.
- h. 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**.
- i. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the **first named insured's** last mailing address known to us not less than 60 days before the policy expiration date unless:
  - (1) We have offered to issue a renewal policy; or
  - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- j. If we decide to increase the current policy premium by more than 25%, and the increase is the result of comparing policies of equivalent exposures, we shall mail or deliver to the **first named insured** and the agent at the address shown on the policy, not less than 60 days before the expiration date of this policy notice of our intention to increase the premium, specifying the percentage of the increase.
- k. If notice is not mailed or delivered at least 60 days before the expiration date or anniversary date of this policy of our intention not to renew this policy or to condition the renewal on a reduction of limits, increase in premium or elimination of coverages, we will extend our existing policy 60 days from the date notice is provided. The premium for the policy provided in those circumstances shall be no more than a pro rata basis of the existing policy.
- l. If notice is mailed, proof of mailing will be sufficient proof of notice.



Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**CRISIS MANAGEMENT COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

**Crisis Management Expense Aggregate Limit: \$ 250,000**  
**Liberty Mutual Preferred Public Relations Vendor: Weber Shandwick**  
**Liberty Mutual Claims: 1-800-362-0000**

For purposes of coverage afforded by this endorsement only:

**A. The following is added to SECTION I – COVERAGES:**

**CRISIS MANAGEMENT**

We will pay those sums necessary to reimburse you, or pay on your behalf, **crisis management expenses** arising from an **insured crisis event** to which this insurance applies. However:

- a. This insurance applies only if:
  - (1) The **insured crisis event** commences during the **policy period**;
  - (2) The **insured crisis event** did not arise out of any fact, circumstance, pre-existing condition, or situation, that you, prior to the inception date of this policy, knew, or reasonably should have known, could lead to, cause or result in an **insured crisis event**;
  - (3) You notify us by telephone at the number listed for Liberty Mutual Claims as shown in the Schedule above within 7 days of the **insured crisis event**;
  - (4) The **crisis management expenses** are first incurred within 15 days after the **insured crisis event** commences;
  - (5) The **crisis management expenses** are not incurred more than 120 days after the commencement of the **insured crisis event**; and
  - (6) A claim for reimbursement of **crisis management expenses** is submitted within 120 days after incurring such **crisis management expenses**.
- b. We will have no duty under this Crisis Management Coverage to defend the insured against any claim, **suit** or action seeking damages.
- c. Payment of any **crisis management expenses** under the Crisis Management Coverage endorsement is in addition to, and will not reduce, any other Limits of Insurance under this policy, and will not be determinative of our obligations under this policy with respect to any claim or **suit**, including any duty to defend or indemnify any insured for such claim or **suit**.

- d. The amount we will pay is limited as described in Paragraph **B.** of the Crisis Management Coverage endorsement.
- e. An **insured crisis event** will be deemed to commence at the time when any of your **key executives** first become aware of the man-made emergency situation that resulted in the **insured crisis event**.

**B.** The following is added to **SECTION III – LIMITS OF INSURANCE:**

The Crisis Management Expense Aggregate Limit shown in the Schedule of the Crisis Management Coverage endorsement is the most we will pay for the sum of all **crisis management expenses** to which this endorsement applies, regardless of the number of:

- 1. Insureds;
- 2. **Insured crisis events**;
- 3. Persons or organizations making claims.

**C.** The following is added to **SECTION V – EXCLUSIONS:**

**Newly Acquired or Formed Organizations**

**Crisis management expenses** incurred by any organization you newly acquire, control or form, if the **insured crisis event** which led to such **crisis management expenses** commenced before you acquired, controlled or formed such organization.

**Infectious Diseases or Illnesses**

**Crisis management expenses** arising out of any infectious diseases or illnesses caused by any bacterium, virus, or **fungus**. However, this exclusion does not apply to **crisis management expenses** arising out of food-borne illnesses.

**Intentional Acts by You**

Intentional acts by you or your **employees**, provided that such acts were performed with the knowledge that it would directly lead to an **insured crisis event**.

**D.** The following are added to **SECTION VII – DEFINITIONS:**

**Insured crisis event** means an **occurrence** resulting from a man-made emergency situation, including, but not limited to:

- a. Intentional acts, except those committed by you or your **employees**, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism (if coverage under the Terrorism Risk Insurance Act is elected under the policy);
- b. A building, structure or equipment collapse;
- c. An automobile, watercraft or aircraft accident;
- d. Spread of food-borne illness; or
- e. An explosion;

that a **key executive** reasonably believed in good faith has resulted, or may result, in:

- a. **(1)** Damages, in excess of the **retained limit** because of **bodily injury** or **property damage** to which this insurance applies; or

(2) Multiple deaths, burns, dismemberment injuries, traumatic brain injuries, permanent paralysis injuries; and

b. Significant adverse regional or national media coverage about you.

### **Crisis management expenses**

a. Means the following reasonable and necessary fees and expenses following an **insured crisis event**:

(1) Expenses incurred directly by our Liberty Mutual Preferred Public Relations Vendor shown in the Schedule for the purpose of maintaining and restoring public confidence in you.

(2) Expenses incurred by the public relations vendor that was held on retainer by you at the time of the **insured crisis event** for providing public relations and media management services, but only for those expenses required for the purpose of maintaining and restoring public confidence in you related to the **insured crisis event**.

(3) Expenses incurred directly by your operations for the purpose of maintaining and restoring public confidence in you. These expenses may include printing, advertising, or mailing of materials to manage reputational risk.

(4) Costs of overtime paid to your regular non-salaried **employees** and costs incurred by your **employees**, including costs of transportation and accommodations, for the purpose of providing public relations and media services.

(5) Expenses you advance to third parties directly harmed by the **insured crisis event** for the purpose of mitigating the harm. These expenses may include funeral, psychological or grief counseling, temporary living, and travel expenses.

b. Does not include:

(1) Any damages imposed upon any insured, including but not limited to any fine, sanction, penalty or punitive or exemplary damages, plus any equitable, injunctive or other non-monetary relief.

(2) Any expenses you incur in the investigation, defense or settlement of a claim or **suit for bodily injury, property damage or personal and advertising injury** arising out of an **insured crisis event**.

(3) The base salary or wages of any of your **employees**.

(4) Any ransom payment or other expense incurred to meet a demand made to redeem a hostage or captive.

(5) Expenses incurred by any public relations or crisis management firm that is not listed as a Liberty Mutual Preferred Public Relations Vendor in the Schedule, or that was not held on retainer by you at the time of the **insured crisis event**.

(6) Any retainers or other contracted fees you paid a professional crisis management firm, public relations, media relations, or similar firm prior to an **insured crisis event**.

(7) Damages arising out of any employment-related practices, such as refusal to employ, termination, or any other practices, policies, acts or omissions, such as coercion, demotion, failure to promote, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at any person.

**Key executive** means:

a. Chief Executive Officer;

- b. Chief Operating Officer;
- c. Chief Financial Officer;
- d. President;
- e. General Counsel or Chief Legal Officer;
- f. General Partner (if you are a partnership) or Sole Proprietor (if you are a proprietorship);
- g. Any person acting in the same capacity as any position listed in Paragraphs **a.** through **e.** above; and
- h. Any risk manager responsible for insurance matters, or any other lawfully elected or appointed **executive officer**, official, director, trustee or commissioner that is responsible for insurance matters.

**E.** The following is added to **SECTION VI – CONDITIONS:**

**Duties in the Event of an Insured Crisis Event**

- a. In the event you did not have a public relations or crisis management firm held on retainer at the time of the **insured crisis event** and would like to utilize a Liberty Mutual Preferred Public Relations Vendor, you must notify both the Liberty Mutual Preferred Public Relations Vendor and Liberty Mutual Claims at the phone number listed in the Schedule within 7 days of an **insured crisis event**.

Due to the emergent nature of claims under this coverage, there may be circumstances in which expenses are incurred by a Liberty Mutual Preferred Public Relations Vendor prior to our having the opportunity to determine whether those expenses will be covered under this policy. In those circumstances, we will reimburse or pay expenses incurred for services from our Liberty Mutual Preferred Public Relations Vendor prior to our making a coverage determination. We reserve the right to decline expenses incurred after we have informed you that the claim is not covered.

- b. In the event you choose to use the public relations or crisis management vendor that you held on retainer at the time of the **insured crisis event**, you must notify Liberty Mutual Claims at the phone number listed in the Schedule within 7 days of an **insured crisis event**.
- c. Additionally, you must provide us with written notice as soon as practicable. To the extent possible, such written notice should include:
  - (1) How, when and where the **insured crisis event** took place;
  - (2) The names and addresses of any affected parties and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the **insured crisis event**.

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

**SEXUAL MISCONDUCT LIABILITY COVERAGE LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**A. The following exclusion is added to SECTION V – EXCLUSIONS:**

**Sexual Misconduct**

Any liability related to, arising out of, caused by, or allegedly caused by, in whole or in part by:

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

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

However, this exclusion does not apply to the extent **underlying insurance** provides coverage for damages arising out of **sexual misconduct**. Coverage provided will be no broader than that provided by **underlying insurance**.

Notwithstanding the above, regardless of the coverage provided by **underlying insurance**, this insurance does not apply to any demand, cost or expense arising out of complying with any injunctive or other non-monetary relief or any agreement to provide such relief.

**B. When coverage is provided by underlying insurance and only for the purposes of coverage provided, if any, by this endorsement:**

**1. The following amendments are made to SECTION I – COVERAGES:**

**a. The following is added to Paragraph 1.:**

We will pay on behalf of the insured those sums in excess of the **retained limit** that the insured becomes legally obligated to pay as damages because of **sexual misconduct** to which this insurance applies, but only if the **sexual misconduct** was not expected or intended from the standpoint of the insured, or committed with the knowledge, consent, direction or participation of the insured.

**b. Paragraph 2. is deleted and replaced by the following:**

**2. With respect to sexual misconduct, this insurance applies only if:**

- a. The **sexual misconduct** is first committed during the **policy period**; and
- b. Prior to the **policy period** no insured listed in **SECTION II – WHO IS AN INSURED**, or any **employee** who has been authorized by you to give or receive notice of an **occurrence** or claim, knew that the **sexual misconduct** had occurred.

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

c. Paragraph 3. is deleted and replaced by the following:

3. A claim or **suit** by a person or organization seeking damages will be deemed to have been known to have occurred at the earliest time when any insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
  - a. Reports all, or any part, of the claim or **suit** to us or any other insurer;
  - b. Receives a written or verbal demand or claim for damages because of **sexual misconduct**;
  - c. Becomes aware by any other means that **sexual misconduct** has occurred or has begun to occur; or
  - d. When settlement is made in accordance with this policy or the **underlying insurance**.

2. The following amendments are made to **SECTION II – WHO IS AN INSURED**:

a. Paragraph 4. is deleted and replaced by the following:

4. Each of the following is also an insured:

- a. Any of your past, present or future lawfully elected or appointed officials, members, commissioners, trustees, directors or **executive officers** of your boards, committees or commissions, but only with respect to their duties as such.
- b. Any of your **employees**, other than your **executive officers**, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no **employee** is an insured for claims made or **suits** brought:
  - (1) By you, your partners or members (if you are a partnership or joint venture), or by a co-**employee** for damages arising out of and in the course of his or her employment or performing duties related to the conduct of your business;
  - (2) By the **spouse**, child, parent, brother or sister of that co-**employee** as a consequence of Paragraph **b.(1)** above; or
  - (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of a claim or **suit** described in Paragraph **b.(1)** or **b.(2)** above.
- c. With respect to the liability of insureds described above, the heirs, administrators, assigns, and legal representatives of each insured in the event of death, incapacity, or bankruptcy.
- d. Any of your **volunteer workers**, but only while acting at your direction and within the scope of their duties for you.
- e. In addition to Paragraphs **4.a.** through **4.d.** above, for educational institutions or religious institutions, each of the following is also an insured:
  - (1) Any of your student teachers teaching as part of their educational requirements;
  - (2) Student interns;
  - (3) Any of your religious organization members; or
  - (4) Clergy and your other leaders or honorifics, including but not limited to elders, deacons or wardens;

but only within the scope of their duties for you or with respect to their liability for your activities or activities they perform on your behalf.

- f. Any person or organization included as an additional insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, this insurance will be no broader than that which you are required by the contract or agreement to provide for such additional insured.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

- b. The following is added to Paragraph 5.:

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

- c. The following provision is added:

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

- 3. The following is added to Paragraph 4. of **SECTION III – LIMITS OF INSURANCE**:

If one **sexual misconduct** causes damages to which this insurance applies and to which one or more prior and/or future umbrella or excess liability policy(ies) issued to you by us also applies, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such **sexual misconduct**. This paragraph will not apply to insurance specifically written as excess over this policy.

- 4. Paragraph 1. of **SECTION IV – DEFENSE AND SUPPLEMENTARY PAYMENTS** is deleted and replaced by the following:

- 1. We will have the right and duty to defend any **suit** seeking damages covered by this insurance, by counsel of our choice, when the total applicable limits of **underlying insurance** and **other insurance** have been exhausted by payment of damages covered by this policy.

This Paragraph 1. does not apply to any limited defense coverage that may be provided by the **underlying insurance** for defense of innocent parties.

We will have no duty to defend the insured against any **suit** seeking damages to which this insurance does not apply, or any **suit** if any other insurer has a duty to defend.

- C. For purposes of this endorsement, the following amendments are made to **SECTION VII – DEFINITIONS**:

- 1. The following is added to Definition 16. **Occurrence**:

**Sexual misconduct**, a single act of misconduct or multiple, continuous, sporadic or related acts of misconduct committed by one person or two or more persons acting together toward another person or persons will be considered one **occurrence**, regardless of the number of persons making claims or bringing **suits**.

- 2. The following definition is added:

**Sexual misconduct** means any actual, alleged or threatened act of misconduct that is of a sexual nature and is committed by one person or two or more persons acting together toward another person or persons.

**Sexual misconduct** includes but is not limited to:

- a. Molestation, abuse;
- b. Assault, physical touching, contact;
- c. Harassment, advances;
- d. Victimization, exploitation, requests for favors;
- e. Coercion to engage in sexual activities;
- f. Exhibitionism, voyeurism;
- g. Verbal or non-verbal communication; or
- h. Showing, sharing or creating of text, pictures, drawings, audio, video or digital recording.



Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE LIMITATION  
(CLAIMS-MADE)**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**Schedule**

**Retroactive Date:** None

**Claims-Made Inception Date:** 07/01/2017

**A.** The following exclusion is added to **SECTION V – EXCLUSIONS:**

**School Leaders Errors and Omissions Liability**

Any liability arising out of any actual or alleged **wrongful act**.

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

However, this exclusion does not apply to the extent **underlying insurance** provides coverage for damages arising out of a **wrongful act**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

Notwithstanding the above paragraphs and for the purpose of coverage provided by this endorsement, this insurance does not apply to:

- a.** Any **wrongful act** related to the administration of any employee benefit plan; or
- b.** 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 or any similar federal, state or local statute or regulation.

**B.** When coverage is provided by **underlying insurance** and only for the purposes of coverage provided, if any, by this endorsement:

**1.** The following amendments are made to **SECTION I – COVERAGES:**

**a.** The following is added to Paragraph **1.:**

We will pay on behalf of the insured those sums in excess of the **retained limit** that the insured becomes legally obligated to pay because of **loss** arising from a **wrongful act** to which this insurance applies.

**b.** Paragraph **2.** is deleted and replaced by the following:

2. This insurance applies to **wrongful acts** only if:
  - a. The **loss** is caused by a **wrongful act** committed anywhere;
  - b. The **wrongful act** was not committed prior to the Retroactive Date, if any, shown in the Schedule of this endorsement or after the end of the **policy period**; and
  - c. Prior to the **policy period** and on or after the Retroactive Date, if any, shown in the Schedule of this endorsement, 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 such knowledge of such **wrongful act** or any fact, circumstance, situation, event, transaction or cause reasonably likely to give rise to a **claim** under this policy.
    - (2) A **claim** is first made against any insured, during the **policy period** or any Extended Reporting Period provided in accordance with Paragraph **B.1.c.** below or an Extended Reporting Period we provide under Paragraph **C. EXTENDED REPORTING PERIOD** below.

c. Paragraph **3.** is deleted and replaced by the following:

3. A **claim** or **suit** by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - a. When notice of such **claim** is received and recorded by any insured or by us, whichever comes first; or
  - b. When settlement is made in accordance with this policy or **underlying insurance**.

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.

2. **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

1. The **first named insured** is an insured. The **educational institution**, and its board of governors, board of education, school committee, board of trustees, or commission are also insureds.
2. Each of the following is also an insured for acts within the scope of his or her duties as such:
  - a. 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;
  - b. Your **employees**. However, except to the extent coverage is provided in **underlying insurance** for employment-related **wrongful acts**, no **employee** is an insured for **claims** made:
    - (1) 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;
    - (2) By the spouse, child, parent, brother or sister of that **co-employee** as a consequence of Paragraph **b.(1)** above; or

- (3) For which there is any obligation to share damages with or repay someone else who must pay damages because of a **claim** described in Paragraph **b.(1)** or **b.(2)** above;
- c. Your student teachers teaching as part of their educational requirements; and
  - d. Your **volunteer workers**.
3. 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.
4. Any person or organization included as an additional insured in **underlying insurance**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, this insurance will be no broader than that which you are required by the contract or agreement to provide for such additional insured.

The Limits of Insurance applicable to the additional insured are included within, and are not in addition to, the Limits of Insurance shown in the Declarations.

3. Paragraph 1. of **SECTION IV – DEFENSE AND SUPPLEMENTARY PAYMENTS** is deleted and replaced by the following:
- 1. We will have the right and duty to defend any **suit** seeking damages covered by this insurance, by counsel of our choice, when the total applicable limits of **underlying insurance** and **other insurance** have been exhausted by payment of damages covered by this policy. We will have no duty to defend the insured against any **suit** seeking **loss**:
    - a. To which this insurance does not apply;
    - b. Any **claim** seeking solely injunctive or other non-monetary relief;
    - c. Any **claim** seeking **loss** because of a **wrongful act** for which payment or reimbursement of defense expenses is subject to an aggregate limit including, but not limited to, defense coverage for **suits** involving asbestos, non-monetary relief or the procuring, maintaining or effecting adequate insurance; or
    - d. Any **suit** if any other insurer has a duty to defend.

### C. EXTENDED REPORTING PERIODS

- 1. We will provide one or more Extended Reporting Periods, as described below, if:
  - a. This endorsement is cancelled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement, if any; or
    - (2) Does not apply on a claims-made basis.
- 2. A Basic Extended Reporting Period is automatically provided without additional charge and starts at the end of the **policy period** and lasts for 60 days.

The Basic Extended Reporting 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 provided by this endorsement applicable to such **claims**.

3. A Supplemental Extended Reporting Period of three years is available, but only by an endorsement and for an extra charge. This Supplemental Extended Reporting Period starts when the Basic Extended Reporting Period described in Paragraph **C.2.** above, ends.

You must give us a written request for the Supplemental Extended Reporting Period endorsement as described above within 60 days after the expiration of the **policy period**. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

- a. The exposures of the insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

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

The Supplemental Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period.

Extended Reporting Periods do not extend the **policy period** or change the scope of coverage provided. This insurance applies only to **claims** for **wrongful acts** that were first committed before the end of the **policy period** but not before the Retroactive Date, if any, shown in the Schedule of this endorsement. Once in effect, the Extended Reporting Period may not be cancelled.

Extended Reporting Periods do not reinstate or increase the limits of insurance applicable to any **claim** to which this endorsement applies.

- D. As used in this endorsement:

**Claim** includes a **suit** as defined in the School Leaders Errors and Omission Liability Coverage that is provided in **underlying insurance**.

**Loss** means **loss** as defined in the School Leaders Errors and Omissions Liability Coverage in **underlying insurance**. If prejudgment interest is included as **loss** in **underlying insurance**, Paragraph 4.e. of **SECTION IV – DEFENSE AND SUPPLEMENTARY PAYMENTS** does not apply.

- E. For the purposes of this endorsement, the following amendments are made to **SECTION VII – DEFINITIONS**:

1. The following is added to Definition **16. Occurrence**:

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

2. The following is added to Definition **19. Policy period**:

**Policy period** means the period of time from the effective date of this policy shown in the Declarations to the earlier of the expiration, termination or cancellation date of this policy. However:

- a. If this endorsement is issued to be effective subsequent to the effective date of this policy, the **policy period** for this endorsement will start with the effective date of the endorsement; and
  - b. If this endorsement is cancelled prior to the expiration date of this policy, the **policy period** for this endorsement will end with the cancellation date of the endorsement.
3. The following definitions are added:

**Claims-made inception date** means the date shown in the Schedule of this endorsement. If a Claims-Made Inception Date is not shown in the Schedule of this endorsement, 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.

**Educational institution** means the educational entity shown as a Named Insured in the Declarations, as legally constituted at the beginning of the **policy period** and included in **underlying insurance**.

**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.**

**SCHOOL AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**A. Personal and Advertising Injury Liability Limitation**

1. The following is added to Paragraph 1. of **SECTION I – COVERAGES**:

This insurance applies to **personal and advertising injury** to the extent **underlying insurance** provides such coverage within the scope of your broadcasting or publication activities as a school. Coverage under this policy will be no broader than that provided by **underlying insurance**.

2. Regardless of the extent of coverage afforded by the **underlying insurance**, Exclusion 13. **Employment-Related Practices** of **SECTION V – EXCLUSIONS** applies.
3. For the purposes of the coverage provided by this endorsement, the definition of **advertisement** of **SECTION VII – DEFINITIONS** is superseded by the definition contained in **underlying insurance**.

**B. Professional Services Liability Limitation**

1. The following is added to **SECTION I – COVERAGES**:

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

2. With respect to professional services liability coverage provided, if any, by this provision, the following is added to **SECTION V – EXCLUSIONS**:

**Professional Services Liability**

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

- a. Is criminal, fraudulent, malicious or deliberately dishonest; or
  - b. Occurs prior to the inception date of this coverage of which the insured had knowledge before the inception date of this coverage and reasonably could have expected a claim might result.
3. Except with respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, Paragraph 4.a.(1)(d) of **SECTION II – WHO IS AN INSURED** does not apply to the rendering of or failure to render **covered professional services** by an **employee** within the scope of his or her employment by you to the extent **underlying insurance** provides coverage for such person(s). Coverage under this policy will be no broader than that provided by **underlying insurance**.

- C.** When coverage is provided by **underlying insurance** and only for the purposes of coverage provided, if any, by this endorsement:

1. Paragraph 4. of **SECTION II – WHO IS AN INSURED** is amended to also include as an insured:

- a. Any of the following but only with respect to their duties in connection with the positions described below:
  - (1) Any of your trustees or members of your board of governors if you are a private charitable or educational institution;
  - (2) Any of your board members or commissioners if you are a public board or commission; or
  - (3) Any student teachers teaching as part of their educational requirements.
- b. Any club or organization, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization. Clubs or organizations include, but are not limited to:
  - (1) Parent support groups or booster clubs;
  - (2) Student groups; or
  - (3) Alumni groups.

A club's or organization's directors, officers or members are also insureds, while acting within the scope of their duties for such club or organization.
- c. Any affiliated subsidiary, organization, board, commission, foundation or endowment that you own or control more than 50% of such entity.
- d. Any of your students who are members of a safety patrol which you have organized or operate, but only for **bodily injury** or **property damage** that occurs while performing duties related to the conduct of such safety patrol. This includes the parents or legal guardian of such student, but only with respect to her or his liability as a parent or guardian because of **bodily injury** or **property damage** arising out of the operation of such safety patrol.

2. Paragraph **5.a.** of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

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

3. Except with respect to sub-paragraph **2.b.** of Paragraph **B. Professional Services Liability Limitation** of this endorsement, the following is added to Paragraph **6. Duties in the Event of Occurrence, Claim or Suit** of **SECTION VI – CONDITIONS**:

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

4. The following amendments are made to **SECTION V – EXCLUSIONS**:

- a. Paragraph **b.** of Exclusion **4. Contractual Liability** is deleted and replaced by the following:

- b. The extent **underlying insurance** provides coverage for **bodily injury** or **property damage** assumed in an **insured contract**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

- b. The following paragraph is added to Exclusion **6. Damage to Property**:

Paragraphs **c.**, **d.**, and **f.** of this exclusion do not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

However, regardless of the extent of coverage afforded by **underlying insurance**, this insurance does not apply to:

- a. Damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or other **property damage** to premises while rented to you or temporarily occupied by you; or
- b. Personal property in the care, custody or control of the insured that is subject to a sublimit of insurance in **underlying insurance**.
- c. The following exclusions are added:

#### **Athletics or Sports Participants**

**Bodily injury** to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

#### **Corporal Punishment**

Any liability to your students arising out of any corporal punishment administered by or at the direction of any insured.

#### **Medical Malpractice**

Any liability arising out of:

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

This exclusion applies only with respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital.

#### **Trampolines**

**Bodily injury** arising out of the ownership, operation, maintenance or use of any trampoline including the rendering of or failure to render instructions, recommendations, warnings or advice.

#### **Transportation of Students**

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

This exclusion applies:



- a. Even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.
- b. Only with respect to the transportation of students.

However, the following exclusions, **Athletics or Sports Participants, Corporal Punishment and Transportation of Students** above, do not apply to the extent **underlying insurance** provides such coverage for **bodily injury, property damage or personal and advertising injury**. Coverage under this policy will be no broader than that provided by **underlying insurance**.

5. The following amendments are made to **SECTION VII – DEFINITIONS**:

- a. The following is added to Definition **16. Occurrence**:

With respect to the coverage provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of **covered professional services**. All damages to any one person regardless of the frequency or repetition will be considered one **occurrence**.

- b. The following definitions are deleted and replaced:

**3. Bodily injury** means physical injury, sickness or disease, including death of a person. **Bodily injury** also means mental injury, mental anguish, humiliation, shock or fright if resulting from physical injury, sickness, or disease to that person.

**6. Employee** includes a **leased worker**, or a substitute teacher. **Employee** does not include a **temporary worker**.

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

- c. The following definition is added:

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

- D. Notwithstanding any coverage afforded by **underlying insurance** this insurance does not apply to any defense expenses incurred in the defense of a criminal action or criminal proceeding brought against any insured.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**SCHOOLS – UNLAWFUL DISCRIMINATION LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS**:

**Unlawful Discrimination**

Any liability arising out of unlawful discrimination.

This exclusion and Paragraph **13. Employment-Related Practices** of **SECTION V – EXCLUSIONS** do not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**. Notwithstanding the above, regardless of the terms of the **underlying insurance**, this insurance does not apply to unlawful discrimination that is prohibited to be insured by applicable law or public policy.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**CROSS SUITS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS:**

**Cross Suits**

Any claim or **suit** for damages by any insured against any other insured.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**EMPLOYER'S LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Exclusion **12.** of **SECTION V – EXCLUSIONS** is deleted and replaced by the following:

**12. Employer's Liability**

**Bodily injury** to:

- a. An **employee** of the insured 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 the injury.

However, this exclusion does not apply to liability assumed by the insured under an **insured contract**.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS:**

**Silica or Silica-Related Dust**

- a. **Bodily injury** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, **silica** or **silica-related dust**.
- b. **Property damage** arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, **silica** or **silica-related dust**.
- c. **Personal and advertising injury** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, **silica** or **silica-related dust**.
- d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediation or disposing of, or in any way responding to or assessing the effects of, **silica** or **silica-related dust**, by any insured or by any other person or entity.

For the purpose of this endorsement:

- a. **Silica** means silicon dioxide (occurring in crystalline, amorphous and impure forms), **silica** particles, **silica** dust or **silica** compounds.
- b. **Silica-related dust** means a mixture or combination of **silica** and other dust or particles.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**DAMAGE FIRST OCCURRING  
PRIOR TO POLICY PERIOD EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS:**

**Damage First Occurring Prior to Policy Period**

This insurance does not apply to **bodily injury** or **property damage** within the **products-completed operations hazard** if the injury or damage first occurred prior to the effective date of this policy.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

- A. Exclusion **10.** of **SECTION V – EXCLUSIONS** is deleted.
- B. The following exclusion is added to **SECTION V – EXCLUSIONS**:

**Access or Disclosure of Confidential or Personal Information and Data-Related Liability**

Any liability arising out of:

- a. Any access to or the actual, threatened or potential release, disclosure or distribution of any person's or organization's confidential or personal information, including but not limited to 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.

However, this exclusion does not apply to damages because of **bodily injury** arising from the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate **electronic data**.

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

**UNMANNED AIRCRAFT EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**A. Exclusion 1. of SECTION V – EXCLUSIONS is deleted and replaced by the following:**

**1. Aircraft**

**a. Unmanned Aircraft**

Any liability arising out of the ownership, maintenance, use or entrustment to others of any **unmanned aircraft**.

**b. Aircraft (Other Than Unmanned Aircraft)**

**Bodily injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than unmanned aircraft) owned or operated by or rented or loaned to any insured.

Use includes operation and **loading or unloading**. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

However, this exclusion does not apply to an aircraft other than an **unmanned aircraft** to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

**B. The following is added to Exclusion 18. Personal and Advertising Injury:**

Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft**. Use includes operation and **loading or unloading**. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

This exclusion does not apply to:

- (1) Infringement of copyright, trade dress or slogan, committed in your **advertisement**; or
- (2) The unauthorized use in your **advertisement** of another's idea for an **advertisement**.

**C. As used in this endorsement, **unmanned aircraft** means an aircraft that is not:**

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.



Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**CLIMBING OR RAPPELLING WALLS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS:**

**Climbing or Rappelling Walls**

**Bodily injury or property damage** arising out of the ownership, operation, maintenance or use of any:

- a. Climbing or rappelling wall, tower or boulder; or
- b. Climbing or rappelling apparatus, device or accessory;

including the rendering of or failure to render instructions, recommendations, warnings or advice.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**TRAMPOLINE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS:**

**Trampolines**

**Bodily injury or property damage** arising out of the ownership, operation, maintenance or use of any:

- a. Trampoline; or
- b. Trampoline apparatus, device or accessory;

including the rendering of or failure to render instructions, recommendations, warnings or advice.

However, this exclusion does not apply to any trampoline that is 60 inches or less in diameter.

To the extent any provision of this endorsement conflicts with any provision of the policy or any of its other endorsements, the provisions of this endorsement will supersede.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**SCHOOL LAW ENFORCEMENT PROFESSIONAL LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**A.** The following exclusion is added to **SECTION V – EXCLUSIONS**:

**Law Enforcement Professional Liability**

- a.** Any liability arising out of, or caused in whole or in part, by 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, **SECTION VII – DEFINITIONS** is amended as follows:

**1.** Definition **6.** is deleted and replaced by the following:

**6. Employee** means **employee** as defined in applicable **underlying insurance**.

**2.** The following definition is added:

**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 TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS**:

**Lead**

- a. Any actual or alleged liability, damages, loss or injury that results directly or indirectly from the ingestion, inhalation, exposure to or absorption of lead in any form or to any claims or **suits** arising from lead;
- b. Any actual or alleged **property damage** that results directly or indirectly from lead or the exposure to lead in any form or to any claims or **suits** arising from lead;
- c. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead in any form; or
- d. Any loss, cost or expense arising out of any claim or **suit** by or on behalf of a governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead in any form.

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

**PUBLIC ENTITY IMMUNITY AND TORT CAP PRESERVATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

With respect to the amendments to the Coverage Form made by this endorsement, the provisions of the Coverage Form 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 Paragraph 1. of SECTION I – COVERAGES:**

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 is added to SECTION III – LIMITS OF INSURANCE:**

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.

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 Insurance apply as shown on the Declarations page or applicable schedule of this policy.

**C. The following exclusion is added to SECTION V – EXCLUSIONS:**

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**.

**D. For the purposes of this endorsement the following definitions are added to SECTION VII – DEFINITIONS:**

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

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

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**FOREIGN LIABILITY LIMITATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

- A.** For the purpose of this endorsement, Paragraph **2.b.** of **SECTION I – COVERAGES** is deleted and replaced by the following:
- b.** The **bodily injury, property damage or personal and advertising injury** is caused by an **occurrence**; and
- B.** The following exclusion is added to **SECTION V – EXCLUSIONS:**

**Foreign Liability**

Any liability caused by an **occurrence** that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

However, this exclusion does not apply to the extent **underlying insurance** provides such coverage. Coverage under this policy will be no broader than that provided by **underlying insurance**.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**SCHOOLS – AUTO COVERAGES FOLLOW FORM WITH TOTAL POLLUTION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Paragraph a. of Exclusion 3. of **SECTION V – EXCLUSIONS** is deleted and replaced by the following:

**3. Auto Coverages**

- a. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any **auto**. Use includes operation and **loading or unloading**. This exclusion does not apply to the extent **underlying insurance** provides coverage for **bodily injury** or **property damage**. Coverage provided under this policy will be no broader than that provided by **underlying insurance** and is subject to Condition **9. Maintenance of Underlying Insurance**.

However, the insurance provided by this endorsement for **bodily injury** to a co-**employee** or **volunteer worker** will not apply if the injured co-**employee's** or **volunteer worker's** sole remedy for such injury is provided under a workers' compensation law or any similar law.

Notwithstanding the above, regardless of the extent of coverage afforded by **underlying insurance**, if one of the following Total Pollution Exclusions is made a part of this policy by endorsement, coverage provided by this endorsement will not supersede any other applicable Total Pollution Exclusion:

- (1) Total Pollution Exclusion LCU 26 01; or
- (2) Total Pollution Exclusion With a Building Heating, Cooling and Dehumidifying Equipment Exception LCU 26 10; or
- (3) Total Pollution Exclusion With a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception LCU 26 11; or
- (4) Total Pollution Exclusion With a Hostile Fire Exception LCU 26 12.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**NON-CUMULATION OF LIABILITY  
(SAME OCCURRENCE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**A. The following is added to Paragraph 4. of SECTION III– LIMITS OF INSURANCE:**

If one **occurrence** causes **bodily injury** and/or **property damage** during the **policy period** and during the **policy period** of one or more prior and/or future umbrella or excess liability policy(ies) issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such **occurrence**. This paragraph will not apply to insurance specifically written as excess over this policy.

If one **occurrence** causes **personal and advertising injury** to which this policy applies and to which one or more prior and/or future umbrella or excess liability policy(ies) issued to you by us also applies, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such **occurrence**. This paragraph will not apply to insurance specifically written as excess over this policy.

**B. Paragraph 7. of SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:**

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



Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**TOTAL POLLUTION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Exclusion **19.** of **SECTION V – EXCLUSIONS** is deleted and replaced by the following:

**19. Pollution**

- a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, anywhere at any time, whether included in a product or otherwise.
- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
  - (2) Claim or suit by or on behalf of a government authority for damages because of testing for monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

This exclusion applies regardless of whether such discharge, dispersal, seepage, migration, release or escape occurs inside or outside a building or whether such **pollutant** has any function in your business, operations, premises, site or location.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**UNDERLYING COVERAGE REQUIREMENT FOR CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

With respect to any one or more **certified acts of terrorism**, we will be liable only for that portion of damages, subject to the Each Occurrence Limit stated in the Declarations, in excess of the total amounts stated as the applicable limits of the underlying policies listed in the Declarations under the Schedule of Underlying Insurance and the applicable limits of any other insurance providing coverage to the insured during the **policy period**.

If you fail to comply with this Underlying Coverage Requirement for Certified Acts of Terrorism and you do not maintain your underlying limits as scheduled, we will only be liable to the same extent that we would have been had you fully complied with this requirement.

**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.

This exclusion does not apply to the extent that insurance is provided by a policy listed in the Declarations under the Schedule of Underlying Insurance, and for no broader coverage than is provided by such policy.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

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

**Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

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

**PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

**A. The following exclusion is added to SECTION V – EXCLUSIONS:**

**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 to SECTION VII – DEFINITIONS:**

**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 policy.**

**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> <ul style="list-style-type: none"> <li>▪ ask about, buy insurance or file a claim</li> </ul>	<p>We also gather your personal data <b>from other people</b>. For example:</p> <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.

Policy Number TH7-Z51-293452-062  
Issued by LIBERTY INSURANCE CORPORATION

**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