THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY
Administration Office: 555 College Road East, Princeton, NJ 08543-5241
800.305.4954
Statutory Office: 251 Little Falls Drive, Wilmington, DE 19808
(a stock insurance company)

THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT

THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA, AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.

RETAINED LIMIT POLICY
COMMON POLICY DECLARATIONS

POLICY NO.: N3-A3-RL-0000029-02

Renewal of: N3-A3-RL-0000029-01
Producer No.: B02547

Item 1. Named **Insured** and Mailing Address:
The West Virginia County Boards of Education
1124 Smith Street
Suite 4300, c/o WV BRIM
Charleston, West Virginia 25301

Originating Producer's Name and Mailing Address:
R-T Specialty, LLC
10751 Deerwood Park Blvd, Suite 145
Jacksonville, FL 32256

Licensed Surplus Lines Producer:
Same as above
License No. 8528014 – Kieran T. Dempsey

Third Party Administrator (**TPA**):
American International Group, Inc. (AIG)
Kanawha Valley Building, Suite 1200
Charleston, WV 25301

*Claims Reports Directed to Us:
The Princeton Excess and Surplus Lines Insurance Company
555 College Road East
Princeton, New Jersey 08543
Phone: 1-866-311-9636
Clmsins@munichreamerica.com

*You must see to it that we are notified as soon as practicable, but no later than indicated in the applicable Coverage Part Insuring Agreement, once you have knowledge of any **Accident**, **Occurrence**, or **Wrongful Act** which may reasonably result in a **Claim** that could involve indemnification by this policy. We will supply you with the necessary forms.

Item 2. Policy Period:
From: 07/01/2025 to 07/01/2026 at 12:01 A.M. Standard Time at your mailing address shown above.

BUSINESS DESCRIPTION: County Boards of Education

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	Premium
Property Coverage Part	Not Covered
Crime Coverage Part	Not Covered
General Liability Coverage Part	Included
Automobile Liability Coverage Part	Included
Automobile Physical Damage Coverage Part	Not Covered
Wrongful Acts Liability Coverage Part	Included
Miscellaneous Professional Liability Coverage Part	Not Covered
Cyber Suite Coverage Part	Not Covered
Terrorism Premium (Certified Acts)	$71,031 (included in Total)
Item 3. TOTAL PREMIUM	**$4,806,342**

Forms and Endorsements applicable to this Coverage Part: See attached Schedule of Forms and Endorsements.

Copyright 2023, Munich Reinsurance America, Inc. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

Authorization: In Witness Whereof, the Company issuing this policy has caused this policy to be signed by the authorized officers of the Company.

The Princeton Excess and Surplus Lines Insurance Company
Hereinafter Referred To As The Company

SVP, SEC. & GEN. COUNSEL

PRESIDENT AND CEO

Date: _____

Licensed Producer Signature if required by law

THESE DECLARATIONS, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Copyright 2023, Munich Reinsurance America, Inc. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

RETAINED LIMIT POLICY
SCHEDULE OF FORMS AND ENDORSEMENTS

Effective date of this Schedule: 07/01/2025 Issue date: 08/22/2025 Attached to and forming part of Policy No.: N3-A3-RL-0000029-02

Issued To: **The West Virginia County Boards of Education**

The following is a schedule of Forms and Endorsements issued with the policy at inception:

Form ID No.:	Edition Date:	Form Name:
RL 1000 CDEC	01/23	POLICY DECLARATIONS
RL 1000 S	10/21	SCHEDULE OF FORMS AND ENDORSEMENTS
RL 1000 LDEC	10/21	LIABILITY COVERAGE PARTS DECLARATIONS
RL 1000 PC	10/21	RETAINED LIMIT POLICY CONDITIONS
RL 1000 LC	10/21	LIABILITY CLAIM ADMINISTRATION, EXCLUSIONS, CONDITIONS, AND DEFINITIONS
RL 1000 GLOC	10/21	GENERAL LIABILITY COVERAGE PART
RL 1000 AU	10/21	AUTOMOBILE LIABILITY COVERAGE PART
RL 1000 WROC	10/21	WRONGFUL ACTS LIABILITY COVERAGE PART - OCCURRENCE
RL 2005	10/21	CORPORAL PUNISHMENT EXCLUSION
RL 2007	10/21	DEFENSE COSTS OUTSIDE OF EXCESS LIMITS
RL 2032A	08/24	RETAINED LIMIT POLICY CHANGES – WEST VIRGINIA EXCESS UNINSURED MOTORIST COVERAGE
RL 2032B	09/23	RETAINED LIMIT POLICY CHANGES – TRAUMATIC BRAIN INJURY EXCLUSION
RL 2034	10/21	MOLD/FUNGAL PATHOGEN EXCLUSION
RL 2045	10/21	EMPLOYER'S LIABILITY
RL 2050	10/21	SERVICE OF SUIT
RL 2052	10/21	POLLUTION AMENDMENT - SCHOOLS
RL 2067	10/21	MINIMUM PREMIUM
RL 2090	10/21	SILICA AND SILICA-RELATED DUST EXCLUSION
RL 2185	10/21	COMMUNICABLE DISEASE OUTBREAK EXCLUSION
RL 2192	10/21	LAW ENFORCEMENT
RL 2193	03/24	PFAS EXCLUSION
RL 2204	04/24	SELECTION OF COUNSEL (MUTUAL SELECTION OF COUNSEL)
RL VTERR01	10/19	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
VL ES 21 01	03/22	VIOLATION OF ECONOMIC OR TRADE SANCTIONS
		POLICYHOLDER NOTICES
IL P 001	01/04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

Copyright 2021, Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

Pol No. N3-A3-RL-0000029-02

RETAINED LIMIT POLICY
LIABILITY COVERAGE PARTS DECLARATIONS

Item 4. **Retained Limit**:

a. General Liability Coverage Part	Each **Occurrence**	$ 1,250,000
b. **Wrongful Act** Liability Coverage Part	Each **Wrongful Act**	$ 1,250,000
c. **Automobile** Liability Coverage Part	Each **Accident**	$ 1,250,000
d. Miscellaneous Professional Liability Coverage Part	Each **Wrongful Act**	$ Not Covered

Item 5. Excess Limit of Insurance:

a. General Liability Coverage Part	Each **Occurrence**	$ 5,000,000
b. General Liability Coverage Part	Aggregate	$ 15,000,000
c. **Wrongful Act** Liability Coverage Part	Each **Wrongful Act**	$ 5,000,000
d. **Wrongful Act** Liability Coverage Part	Aggregate	$ 15,000,000
e. **Automobile** Liability Coverage Part	Each **Accident**	$ 5,000,000
f. **Automobile** Liability Coverage Part	Aggregate	$ Not Applicable
g. Miscellaneous Professional Liability Coverage Part	Each **Wrongful Act**	$ Not Covered
h. Miscellaneous Professional Liability Coverage Part	Aggregate	$ Not Covered

Item 6. Retroactive Date :

Wrongful Act Liability Coverage Part	Not Applicable
Miscellaneous Professional Liability Coverage Part	Not Covered

SOME COVERAGE PARTS IN THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE BASIS. IF COVERAGE IS PROVIDED ON A CLAIMS MADE BASIS, IT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT COVERAGE PART. PLEASE READ CAREFULLY.

Copyright 2021, Munich Reinsurance America, Inc. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

RETAINED LIMIT POLICY

Throughout this policy, the words “you” and “your” refer to the **Named Insured**. The words “we”, “us” and “our” refer to the Company providing this insurance.

Certain words and phrases that appear in bold print have special meaning found in the Liability Claim Administration, Exclusions, Conditions And Definitions, the Property Conditions, Definitions, Exclusions And Limitations sections of the policy, or the Definitions section of the applicable Coverage Part. Those words and phrases specifically defined in each Coverage Part pertain only to that Coverage Part.

SECTION I. COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following Common Policy Conditions, except as otherwise indicated:

A. Audit Of Books And Records

We may audit your books and records at any time during the **Policy Period** or within five years after the **Policy Period**. There is no time limit on auditing your books and records with respect to **Claims** under this policy.

B. Cancellation / Nonrenewal

1. This policy shall terminate at the earliest of the effective date of nonrenewal of the **Policy Period** shown in Item 2 of the Declarations or the effective date of cancellation, as described below. The **First Named Insured** may cancel this policy at any time by sending us a written request stating the date of cancellation.

2. We may cancel this policy at any time by mailing or delivering to the **First Named Insured** written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the **First Named Insured’s** last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.

5. If this policy is cancelled, we will send the **First Named Insured** any premium refund due. If we cancel, the refund will be pro rata. If the **First Named Insured** cancels, the premium refund will be computed at 90% of pro rata premium. If this policy is issued to more than one **Named Insured**, cancellation must be effected by the **First Named Insured** for all other **Named Insureds**. Notice of cancellation by us to the **First Named Insured** will be deemed notice to all **Named Insureds**, and payment of any premium refund to such **First Named Insured** will be for the account of all **Named Insureds**.

6. The cancellation will be effective even if we have not made or offered a refund. We may non-renew this policy at any time by mailing or delivering to the **First Named Insured** a notice of nonrenewal 60 days in advance of the expiration date or, if this policy is written on a multi-year basis, the anniversary date. If this policy is issued to more than one **Named Insured**, nonrenewal mailed or delivered by us to the **First Named Insured** will be for the account of all **Named Insureds**. We will mail or deliver our notice of nonrenewal to the **First Named Insured’s** last mailing address known to us, and will indicate the date on which this policy is terminated. For purpose of this provision, proof of mailing will be sufficient proof of notice.

If either one of the following occurs, we are not required to provide written notice of nonrenewal:

a. We or a company within the same insurance group has offered to issue a renewal policy; or

b. You have obtained replacement coverage or agreed in writing to do so.

C. Changes

No change in, modification of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy issued by us.

D. Conflicting State Law or Regulation

In the event that provisions of this policy conflict with any state law or regulation, then such law or regulation shall prevail, and this policy is amended to conform with such law or regulation.

Copyright, Munich Reinsurance America, Inc., 2021. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

E. Inspection

We shall have the right, but not the duty, to inspect your premises and operations at any time. Our inspections are not safety inspections. Rather, they relate only to the insurability of the premises and operations and the premium to be charged. We may, at our discretion, give you reports on the conditions we find or recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant or represent that the premises or operations are safe or healthful, or that they comply with laws, regulations, codes or standards.

F. Premium

1. The **First Named Insured**:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. We will compute all premiums for this policy in accordance with our rules and rates.

3. The **First Named Insured** must keep records of the information needed for premium computation and send copies at such times as we may request.

G. Statutory Requirements Imposed on You

You, as a **Named Insured** or a qualified self-insurer, may be subject to specific requirements (e.g., reporting certain claims data) by state or federal law (including, but not limited to, the Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007). Even if you contract with a Third Party Administrator (**TPA**) to handle the administration, investigation, defense, adjustment, handling and settlement of any loss or **Claim**, you are still ultimately responsible for compliance with such laws.

When, by law, you are designated as the responsible entity for compliance with such state or federal law, we will not:

1. Advise you of such laws, unless we are legally required to do so;

2. Assume any of the obligations imposed on you by such law;

3. Pay any expenses incurred by you to comply with such law; or

4. Pay any penalty, expense, or fine for failing to comply with such law.

We disclaim any liability of any nature whatsoever arising from or related to the requirements or obligations discussed in Subsection **G.** above.

H. Titles Of Paragraphs

The titles of the various sections, paragraphs, and subparagraphs of this policy and its endorsements, if any, attached to this policy are inserted solely for convenience or ease of reference and are not to be deemed, in any way, to limit, expand or otherwise affect the provisions to which they relate.

I. Transfer Of Rights And Duties

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

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

J. Unauthorized Use Of This Policy

This policy form, including all Coverage Parts and endorsements, is proprietary to Munich Reinsurance America, Inc., and any unauthorized use of such is prohibited.

Copyright, Munich Reinsurance America, Inc., 2021. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

LIABILITY CLAIM ADMINISTRATION, EXCLUSIONS, CONDITIONS AND DEFINITIONS

SECTION I. CLAIM ADMINISTRATION AND DEFENSE

A. You have the duty and sole responsibility for the administration, investigation, defense, adjustment, handling and settlement of any loss, damage, expense or **Claim**. We shall have no duty, under any circumstances, to defend any **Claim**, and shall have no duty or responsibility for the administration, investigation, adjustment, handling or settlement of any loss, damage, expense or **Claim**. We shall have the right, but not the duty, and you shall avail us of the opportunity, to associate with you in the defense of any **Claim** that in our sole opinion may create indemnification obligations for us under this Policy.

B. You must obtain our prior written approval before offering or agreeing to pay an amount that exceeds the **Retained Limit** in order to settle or otherwise resolve any **Claim** under this Coverage Part. We shall have the right to settle any **Claim** that in our sole opinion may create indemnification obligations for us under this Coverage Part, including any amounts within the **Retained Limit**.

C. If you contract with a Third-Party Claims Administrator (**TPA**), we must approve of such **TPA,** and its name and address should be listed in Item **1.** under Third Party Administrator (**TPA**) in the Declarations. If you have contracted with more than one **TPA**, each **TPA** should be listed on the Schedule of Third-Party Administrators (**TPAs**) with their name, address and the type of **Claims** that each will be handling. In the event of termination of the contract between you and a **TPA**, you must notify us 90 days prior to the effective date of such termination and you must obtain our approval of the new **TPA** or any other arrangements for **Claims** administration.

D. We disclaim any liability of any nature whatsoever arising from or related to your or your **TPA**'s administration, investigation, defense, adjustment, handling or settlement of any loss, damage, expense or **Claim**. This condition survives the termination of this Policy, whether termination is due to cancellation, nonrenewal or expiration of this Policy.

SECTION II. EXCLUSIONS

All Liability Coverage Parts included in this Policy are subject to any applicable exclusions in the Coverage Part and the following Exclusions, except as otherwise indicated:

A. The insurance under any Liability Coverage Part in this Policy does not apply to, and we shall have no indemnity obligation with respect to, liability based upon, arising out of, directly or indirectly resulting from, in connection with or in any way involving:

1. Eminent Domain

The operation of the principles of eminent domain, condemnation, inverse condemnation or adverse possession or dedication by adverse use; or other judicial determination that a taking of private property has occurred or has resulted from the action or inaction of the **Insured**.

2. Estimates, Bids And Contract Awards

Estimates of probable costs or cost estimates being exceeded, faulty preparation of bid specifications or plans or the failure to award contracts in accordance with applicable statutes or ordinances.

3. Medical And Health Services

Any of the following:

a. The rendering of or the failure to render:

(1) Medical, surgical, dental, x-ray, laboratory or nursing service or treatment, or the furnishing of food or beverages in connection therewith; or

(2) Any service or treatment conducive to health that is of a professional nature;

b. The furnishing or dispensing of first aid, over-the-counter or prescription drugs, or medical, dental, or surgical supplies or appliances;

c. The rendering of or failure to render any service or treatment by any person as a member of a formal accreditation or similar professional board or committee**,** or as a person charged with the duty of executing directives of any such board or committee;

d. The use, application, control, management or handling of any blood product handled or distributed by

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

any person or the reliance upon any representation or warranty made at any time with respect to such blood product; or

e. The handling or treatment of dead bodies, including autopsies, organ donations and other procedures.

Subparagraphs **a.** and **b.** above do not apply to the rendering of first aid or emergency medical care by an **Insured** whose primary duties or responsibilities do not include items **a.** and **b.** above.

With respect to the General Liability Coverage Part, this exclusion does not apply to **Incidental Medical Malpractice**. However, this exception does not apply to any services included in **Incidental Medical Malpractice** to which the Miscellaneous Professional Liability Coverage Part applies.

4. Professional Services

The rendering of or failure to render any **Professional Services**, in whatever form, by:

a. An **Insured**;

b. Any other person performing such services for or on behalf of an **Insured**;

c. Any client, participant, service recipient, student or patient of an **Insured**; or

d. Any person relating to or in any way interacting, directly or indirectly, with an **Insured**.

With respect to the application of this exclusion to the General Liability Coverage Part and Wrongful Acts Coverage Part, **Professional Services** includes any services described in the Schedule Of Professional Services in the Miscellaneous Professional Services Coverage Part.

This exclusion does not apply to the Miscellaneous Professional Liability Coverage Part.

5. Fines, Penalties, Punitive Or Exemplary Damages, Or Declaratory Or Injunctive Relief

a. The imposition or award of any costs, fines, penalties or expenses against an **Insured** arising from a **Claim** by any federal, state, or local governmental body or authority;

b. The imposition or award of punitive damages, exemplary damages, or the multiplied portion of any damage award; or

c. The imposition or award of relief or redress in any form other than monetary damages, or for any fees, costs, or expenses which an **Insured** may become obligated to pay as a result of having to comply with an order of declaratory relief or injunctive relief.

6. Investing Or Fiduciary Activities

An **Insured's** activities in an investing or fiduciary capacity, including, but not limited to, any **Employee Benefit Program**, the administration of any self-insurance fund, or any obligations under the Employees' Retirement Income Security Act (ERISA) of 1974, any amendments thereto, similar subsequent federal acts, or any similar provisions of statutory or common law, whether at the local, state, or federal level.

7. Law Enforcement

Law Enforcement Activities of any of the **Named Insured's** law enforcement departments or agencies, except with respect to the General Liability and Automobile Liability Coverage Parts, and then only to the extent coverage is provided under the Law Enforcement Endorsement, if attached to such Coverage Parts.

8. Employment-Related Actions

Any Workers' Compensation Law; unemployment compensation or disability benefits law; Jones Act; General Maritime Law; Federal Employers' Liability Act; Federal Employee Compensation Act; Defense Base Act; U.S. Longshoremen's and Harbor Workers' Compensation Act; Federal Coal Mine Health and Safety Act; Non-appropriated Fund Instrumentalities Act; Outer Continental Shelf Lands Act; Migrant and Seasonal Agricultural Worker Protection Act; any federal occupational disease law; amendments to any laws delineated herein; or under any similar law, whether at the local, state, or federal level, for which an **Insured** or any carrier as an **Insured's** insurer may be held liable or for which an **Insured** is a qualified self-insurer.

9. Criminal, Fraudulent Or Dishonest Acts

Any criminal, fraudulent, dishonest or bad faith act committed by, or at the direction of, any **Insured** or arising out of the willful, intentional, knowing or deliberate violation of any federal, state or local statute, ordinance, rule or regulation committed by, or with the knowledge of, an **Insured**.

This exclusion does not apply to the Automobile Liability Coverage Part.

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

10. Sexual Abuse

Sexual Abuse, including, but not limited to, liability against an **Insured** arising out of negligence or other wrongdoing in the employment, hiring, investigation, supervision, reporting to the proper authorities (or failure to so report), training, monitoring or retention of a person who committed or allegedly committed such **Sexual Abuse**.

With respect to the **Wrongful Act** Liability Coverage Part, this exclusion does not apply to **Sexual Abuse** to the extent coverage is provided under an applicable **Sexual Abuse** endorsement attached to such Coverage Part.

11. Administration Of Employee Benefits

The **Administration Of Benefits**.

12. Liquor Liability

Any of the following:

a. The causing of 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 federal, state, or local law, statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion does not apply to the Automobile Liability Coverage Part. With respect to the General Liability Coverage Part, this exclusion applies only if an **Insured**, as any part of its business, manufactures, distributes, sells, serves or furnishes alcoholic beverages.

13. Pollution

Any of the following:

a. The actual, alleged, or threatened discharge, dispersal, seepage, migration, release, presence or escape of **Pollutants**; or:

b. Any of the following:

(1) Any request, demand, order, or statutory or regulatory requirement that an **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) Any **Claim** by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **Pollutants**.

With respect to the General Liability Coverage Part, subparagraph **a.** of this exclusion does not apply to:

(a) **Bodily Injury** or **Property Damage** caused by heat, smoke, or fumes from a **Hostile Fire** within a building or premises owned or occupied by, or rented or loaned to, any **Insured**. As used herein, **Hostile Fire** means a fire which becomes uncontrollable or breaks out from where it was intended to be.

(b) **Bodily Injury** if sustained within a building 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.

However, in no event do the exceptions in **(a)** and **(b)** above apply to or at any building, premises, site or location which is or was used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste. Waste is a **Pollutant** and includes materials to be recycled, reconditioned or reclaimed.

With respect to the **Automobile** Liability Coverage Part, this exclusion does not apply to **Accidents** that occur away from premises owned or rented to an **Insured** with respect to **Pollutants** not in or upon a **Covered Automobile** 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 Automobile**; and

(b) The discharge, dispersal, seepage, migration, release, presence or escape of the **Pollutants** is

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

caused directly by such upset, overturn or damage.

14. Asbestos

Any of the following:

a. The inhalation, ingestion or physical exposure to asbestos or goods, products or structures containing asbestos;

b. The use of, sale of, manufacture of, transportation of, storage of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos goods or products, asbestos-containing material, asbestos fibers, or asbestos dust or structures containing asbestos;

c. Any **Wrongful Act** involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance;

d. The presence, existence, detection, elimination, or avoidance of asbestos in any environment, building or structure whatsoever, or any material or product containing, or alleged to contain asbestos;

e. The abatement, mitigation, removal or disposal of asbestos, asbestos containing material, asbestos fiber or asbestos dust;

f. Any loss, cost or expense incurred to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust;

g. Any obligation, request, demand, order, or statutory or regulatory requirement that you or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence or any material or product containing, or alleged to contain asbestos;

h. Any supervision, instructions, recommendations, warnings or advice given, or which should have been given in connection with subparagraphs **a.** through **g**. above; or

i. Any obligation of an **Insured** to indemnify any party in connection with subparagraphs **a**. through **h**. above.

15. Lead

Any of the following:

a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;

b. The abatement, mitigation, removal, or disposal of lead, lead compounds or lead contained in any materials;

c. Any supervision, instructions, recommendations, notices, warnings or advice given, or which should have been given, in connection with subparagraphs **a.** or **b.** above; or

d. Any obligation to share damages, remediation, relief, or other obligation or compensation of any kind with, or to repay, another party that must pay damages, remediation, relief or other obligation or compensation of any kind in connection with subparagraphs **a.**, **b.** or **c.** above.

16. Supply Of Utilities

The complete or partial failure to adequately supply gas, oil, water, electricity, steam or sewerage.

17. Earth Movement

The subsidence, expansion, contraction, vibration, settling, sinking, slipping, falling away, caving in, shifting, eroding, mudflow, landslide, rising, tilting or any other land or earth movement from any cause whatsoever.

18. Aircraft And Aviation Activities

The ownership, maintenance, **Loading or Unloading**, licensure, permit, control, use, entrustment to others or operation of any aircraft, unmanned aircraft or drones, airfields, runways, hangars, buildings or other properties in connection with aviation activities.

This exclusion applies even if the liability of an **Insured** arises out of negligence or other wrongdoing in the supervision, hiring, employment, retention, training or monitoring of others by that **Insured**.

With respect to the General Liability Coverage Part, this exclusion does not apply to areas within buildings or other properties to which the general public is admitted, unless the injury or damage arises out of the ownership, maintenance, **Loading or Unloading**, licensure, permit, control, use, entrustment to others or operations of any aircraft, including but not limited to any unmanned aircraft or drone.

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

19. Watercraft

The ownership, maintenance, operation, use, control, licensure, permit, **Loading or Unloading** or entrustment to others of any watercraft owned or operated by an **Insured** or rented, loaned or chartered by or on behalf of an **Insured**.

This exclusion applies even if the **Claim** against an **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, retention, training or monitoring of others by that **Insured**.

With respect to the General Liability Coverage Part, this exclusion does not apply to:

a. Watercraft while ashore on premises an **Insured** owns or rents;

b. Watercraft not owned by an **Insured** that is less than 51 feet long and not being used to carry persons or property for a charge.

20. Landfill Or Disposal Sites

The ownership, maintenance, operation, control, or use of any landfill or disposal site or other properties in conjunction with landfill or disposal site activities. However, with respect to the General Liability Coverage Part, and subject to the potential applicability of Exclusion **13.** Pollution, this exclusion does not apply to areas within buildings or other properties to which the general public is admitted.

21. Dam, Spillway, Levee Or Reservoir

The collapse, flooding, cracking, settling, sinking, slipping, rising, shifting, expansion, contraction, vibration, tilting, falling away, caving in, erosion, seepage, underseepage, spillage, subsidence, landslide or earth or land movement of a dam, spillway, levee or reservoir from any cause whatsoever.

22. Insured Versus Insured

Any **Claim** by an **Insured** against any other **Insured** and any injury or damage to the spouse, child, parent, brother or sister of the **Insured** as a consequence of the above.

This exclusion does not apply with respect to the Wrongful Acts Liability Coverage Part to the extent coverage is provided for **Employment Practices Violations** for a **Claim** by an **Employee**.

23. Trampolines

The use of trampolines or other rebounding equipment.

24. War And Confiscation

Any of the following:

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;

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or

d. Confiscation, nationalization, requisition or destruction of, or damage to, property by or under the order of any government or public or local authority.

25. Nuclear

a. Any of the following:

(1) A **Claim** in which an **Insured** is also an **Insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) 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) An **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.

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

b. Expenses incurred with respect to **Bodily Injury** resulting from the **Hazardous Properties** of **Nuclear Material** and arising out of the operation of a **Nuclear Facility** by any person or organization.

c. 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) Services, materials, parts or equipment are furnished by an **Insured** 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 subsection **(3)** applies only to **Property Damage** to such **Nuclear Facility** and any property thereat.

d. As used in this exclusion:

Hazardous Properties includes radioactive, toxic or explosive properties.

Nuclear Material means **Source Material**, **Special Nuclear Material** or **By-product Material**.

Source Material, **Special Nuclear Material**, and **By-product Material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel means Any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **Nuclear Reactor**.

Waste means any **Waste** material:

(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**.

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 an **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.

Nuclear Reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property Damage, as respects this exclusion only, includes all forms of radioactive contamination of property.

26. Privacy Violation And Cyber Liability

Any of the following:

a. Access to, failure to protect from access of, theft of, unauthorized viewing or copying of, disclosure of, or loss of control of any information;

b. The reporting of, or failure to report, an unauthorized access of, theft of, viewing or copying of,

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

disclosure of or loss of control of any information, or failure to comply with Payment Card Industry Data Security Standards, breach notification laws, data security or privacy laws, or statutory requirements to manage an identity theft prevention program;

c. The loss of, loss of use of, damage to, corruption of, alteration of, destruction of, inability to access, or inability to manipulate any electronic data. With respect to the General Liability Coverage Part, this subparagraph **c.** does not apply to damages because of **Bodily Injury**;

d. The loss of, loss of use of, damage to, corruption of, alteration of, destruction of, failure of, slowdown of, malfunction of, or the inability to access or manipulate, any computer or electronically controlled equipment or any internet controlled equipment, including, but not limited to, software, components, hardware and any peripheral equipment, stationary or mobile devices, repositories and storage devices, processing equipment, and any other media or devices that are used with or for any electronically or internet controlled equipment or electronic data dissemination. With respect to the General Liability Coverage Part, this subparagraph **d.** does not apply to damages because of **Bodily Injury**;

e. The loss of, loss of use of, damage to, corruption of, alteration of, destruction of, failure of, slowdown of, malfunction of, overload of, disablement of, shutdown of, or inability to access, manipulate, or conduct transactions over, any computer or electronic network, data network, communication network, satellite, systems, or website. With respect to the General Liability Coverage Part, this subparagraph **e.** does not apply to damages because of **Bodily Injury**;

f. Any acts of electronic, e-commerce, or cyber vandalism, cyber or internet crime, cyber terrorism, or any failure to prevent or detect such acts, including, but not limited to:

(1) Hacking, phishing, or unauthorized access, modification, or use of a computer or electronic network, data network, communication network, satellite, systems, computer or electronically controlled equipment, internet controlled equipment, or website;

(2) Unauthorized use of a name, product, or intellectual property;

(3) The transmission of a computer virus or malicious software or code;

(4) A computer security breach, network security or content breach, or data breach;

(5) A denial of service attack or any network service interruption, disruption or failure;

(6) Any fraudulent electronic acts, including, but not limited to, any fraudulent electronic transfer of funds or charges; and

(7) Any acts of cyber espionage or cyber extortion.

This exclusion applies even if damages are claimed for, or liability is sought in connection with:

(a) Business interruption costs, loss of revenue, continuing expenses, extra expenses, increase in costs, repair costs, replacement costs, upgrading or improvement costs, remediation, or restoration expenses, including, but not limited to, any redesign of infrastructure;

(b) Post-breach expenses, including, but not limited to, notification costs, credit monitoring expenses, identity or fraud protection expenses, forensic or specialist expenses, investigation costs, legal expenses, public relations expenses and crisis management expenses;

(c) Reputational or brand damage;

(d) Punitive damages, assessments, fines or penalties;

(e) Ransom payments or extortion demands;

Or any other loss, costs, expenses or fees incurred by an **Insured** or others arising out of that which is described in subparagraphs **a.** through **f.** above.

This exclusion does not apply to the Cyber Suite Coverage Part, if purchased.

SECTION III. CONDITIONS

All Liability Coverage Parts included in this Policy are subject to the conditions in the Policy Conditions and the following Liability Conditions, except as otherwise indicated:

A. Appeals

We have the right, at our sole discretion, to appeal a judgment against an **Insured** under this agreement if:

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

1. The judgment is for more than the amount of the **Retained Limit**; and
2. An **Insured** or any underlying insurers do not appeal it.

If we appeal a judgment, we will pay the costs of the appeal and any interest on those costs. Those payments will not reduce the Excess Limit Of Insurance of any applicable Coverage Part of this Policy.

B. Financial Impairment

The following shall neither relieve nor increase any of our obligations under this Policy:

1. Bankruptcy, insolvency, rehabilitation, receivership, liquidation or any equivalent proceeding in a foreign jurisdiction;
2. Other financial impairment;
3. Unwillingness to pay of any **Insured** or any insurer providing underlying insurance; or
4. An **Insured's** inability to pay any part of the **Retained Limit**.

Under no circumstances will Paragraphs **1.** through **4.** above:

1. Increase our liability or indemnification obligation, require us to drop down and replace the **Retained Limit** or assume any obligation within the **Retained Limit**;
2. Impose any obligation on us to investigate, administer, adjust, handle, settle, defend or appeal any **Claim**; or
3. Impose any obligation on us to make payments on any **Insured's** behalf.

C. Legal Action Against Us

No person or organization has a right under this Policy:

1. To join us as a party or otherwise bring us into a **Suit** asking for damages from an Insured; or
2. To sue us under this Policy unless all of its terms and conditions have been fully complied with.

A person or organization may sue us to recover on an agreed settlement, as defined below, 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 any Excess Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, an **Insured** and the claimant or the claimant's legal representative.

D. Other Insurance

If other valid and collectible insurance of any type is available to an **Insured** for sums, loss or **Claims** to which this insurance applies, whether on a primary, excess or contingent basis, the insurance under this Policy is excess of, and does not contribute with, such other insurance.

Such other insurance is primary to and shall not erode or exhaust the **Retained Limit** and we will not make any payments until such other insurance and the **Retained Limit** have been exhausted.

The insurance under this Policy is not subject to the terms, conditions, or limitations of any other insurance.

This condition does not apply to insurance purchased to be specifically excess of this Policy.

E. Our Right To Recover Payment

Any **Insured** for whom we make a payment under this insurance must transfer to us its right to recovery, for all or part of the payment, against any other party. After a **Claim**, the **Insured** must do everything necessary to secure, and nothing to impair, these rights of recovery. However, we will waive our right of recovery against any person or organization with respect to which the **Insured** has waived its right of recovery in a written agreement prior to the **Occurrence**, **Accident** or **Wrongful Act**.

F. Representations

By accepting this Policy, you agree that:

1. The statements in the Declarations and application (including all corresponding application attachments, information, materials, and submissions submitted by you or on your behalf) are accurate, and such statements are incorporated into, and a part of, this Policy;
2. The above-referenced statements are based upon representations you made to us; and
3. We have issued this Policy in reliance upon your representations.

Except as otherwise provided in this Policy or by law, this Policy is void as of its inception in the case of fraud

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

in the application for this Policy, or otherwise, or in the event of concealment or misrepresentation of a material fact concerning this Policy or its issuance.

G. When Ultimate Net Loss Is Payable

1. This Policy will not apply unless and until the **Insured** is legally obligated to pay amounts to which this insurance applies that exceed the **Retained Limit** of the applicable Coverage Part of this Policy. When the **Ultimate Net Loss** exceeds the **Retained Limit**, and to the extent there is a determination that the insurance under the applicable Coverage Part applies to the **Claim**, you will be entitled to indemnification by us. You shall apply for indemnification as soon as practicable after such **Ultimate Net Loss** has been determined, in accordance with Paragraph **2.** below, to exceed the **Retained Limit**. We will then promptly indemnify you, in excess of the **Retained Limit**, subject to the Excess Limit of Insurance for this Coverage Part shown in the Liability Coverage Part Declarations page.

2. The **Insured's** legal obligation to pay the **Ultimate Net Loss** in excess of the **Retained Limit** must be evidenced either by:

a. A judgment against the **Insured** after the actual trial;

b. An arbitration award rendered in an arbitration proceeding in which damages are alleged and to which the **Insured** must submit or does submit with our consent; or

c. A written settlement executed by and between the **Insured** and the claimant.

3. We may, at our sole discretion, prior to a determination that the **Insured** is legally liable, reimburse the **First Named Insured** for payments the **First Named Insured** has made for **Defense Costs** included in **Ultimate Net Loss** that are in excess of the Retained Limit. You shall reimburse us at our request for any such payments if it is determined that this insurance does not apply to the applicable **Claim**.

4. If we are required, or at our discretion elect, to pay any amounts on behalf of an **Insured** within the **Retained Limit**, the **First Named Insured** will reimburse us for any such amounts within thirty days after our request. Any such payments will reduce the applicable Limit Of Insurance, until we are fully reimbursed by you.

H. Duties In the Event Of Accident, Occurrence, Wrongful Act Or Claim

1. As a condition precedent to coverage under this Policy, you must see to it that:

a. We are notified in writing as soon as practicable, but no later than indicated in the insuring agreement of the applicable Coverage Part, once you have knowledge of any **Accident**, **Occurrence** or **Wrongful Act** which may reasonably result in a **Claim** that could involve indemnification by this Policy. Such notice must be provided to the address location set forth in Item 1. of the Declarations.

b. If a **Claim** is made against an **Insured**:

(1) You or your **TPA** immediately record the specifics of the **Claim** and the date received; and

(2) If a **Claim** could potentially involve indemnification by this Policy, you notify us of such **Claim** in writing as soon as practicable, but no later than indicated in the insuring agreement of the applicable Coverage Part.

With respect to subparagraphs **a.** and **b.** above, notice shall be deemed given as soon as practicable if it is given to us by the department or person authorized to give or receive such notice as soon as practicable after the department or person has knowledge of any **Accident**, **Occurrence**, **Wrongful Act** or **Claim** that meets the criteria in subparagraphs **a.** and **b.** above.

2. Notwithstanding subsection **H.1.** above, you must notify us in writing as soon as practicable, but no later than indicated in the insuring agreement of the applicable Coverage Part, of any **Accident**, **Occurrence**, **Wrongful Act** or **Claim**, regardless of the potential for coverage or liability, which:

a. Results in the establishment of a reserve, or would reasonably require the establishment of a reserve, for damages that equal or exceed 50% of the **Retained Limit**; or

b. Arises from, is based upon or relates in any way to one or more of the following:

(1) Paraplegia;

(2) Quadriplegia;

(3) Severe burns (second or third degree burns on excess of 30% of the body);

(4) Death;

(5) Amputation or loss of use of an extremity;

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

(6) Sensory loss (such as sight, hearing, smell, touch or taste);

(7) Brain, traumatic brain injury (TBI) or skull fracture;

(8) Discrimination, violation of civil rights, and/or use of excessive force;

(9) **Sexual Abuse**;

(10) **Sexual Harassment**; and/or

(11) **Suits** filed as a class action, whether the class is certified or not.

3. You and any other involved **Insured** must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with a **Claim** that triggers your notification duty, in accordance with Paragraphs **1.** and **2.** above;

b. Authorize us to obtain records and other information;

c. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an Insured because of injury or damage to which this insurance may also apply; and

d. Fully cooperate with us in the investigation and settlement of any **Claim** (and in the defense of any **Claim** in which we have exercised our right to associate), and as otherwise stated in this Policy.

Knowledge of an **Accident**, **Occurrence**, **Wrongful Act** or **Claim** by an agent or **Employee** of an **Insured** shall not, in and of itself, constitute knowledge by the **Named Insured** unless you or an **Authorized Party** possess(es) such knowledge.

SECTION IV. RETAINED LIMIT AND EXCESS LIMIT OF LIABILITY FOR THE SAME OR INTERRELATED OR CAUSALLY CONNECTED ACCIDENTS, OCCURRENCES, WRONGFUL ACTS OR CLAIMS

Notwithstanding anything in this Policy to the contrary:

The Retained Limit and Excess Limit of Insurance Sections in each Coverage Part are subject to the following:

A. Limit of Insurance If More Than One Coverage Part Applies

If more than one Coverage Part under this Policy applies to:

1. the same **Accident**, **Occurrence**, **Wrongful Act** or **Claim**; or

2. **Accidents**, **Occurrences**, **Wrongful Acts** or **Claims** that are interrelated or causally connected by common facts, circumstances, transactions, events or decisions

(paragraphs **1**. and **2**. above are collectively a "Single **Accident**, **Occurrence**, **Wrongful Act** or **Claim**"), the most that we will pay for the Single **Accident**, **Occurrence**, **Wrongful Act** or **Claim**, under all applicable Coverage Parts combined, is the amount corresponding to the largest available applicable Excess Limit of Insurance, less any amounts, if any, previously paid for such Single **Accident**, **Occurrence**, **Wrongful Act** or **Claim**. Any payment made under this paragraph shall also reduce or exhaust the Excess Limit(s) of Insurance corresponding to the applicable Coverage Part(s) for such covered **Accident**, **Occurrence**, **Wrongful Act** and/or **Claim**.

B. Limit of Insurance If More Than One Policy Issued By Us Applies

If more than one policy issued by us (and/or one of our affiliates) applies to a Single **Accident**, **Occurrence**, **Wrongful Act** or **Claim**, the most that we will pay under all applicable policies and all applicable coverage Parts combined is the amount corresponding to the largest available applicable Excess Limit of Insurance, less any amounts previously paid, if any, for the Single **Accident**, **Occurrence**, **Wrongful Act** or **Claim**. Any payment made under this paragraph shall also reduce or exhaust the Excess Limit(s) of Insurance corresponding to the applicable Coverage Part(s) for such covered **Accident**, **Occurrence**, **Wrongful Act** and/or **Claim**.

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

C. Retained Limit For A Single Accident, Occurrence, Wrongful Act or Claim

Any payment made by us under subsections **A**. or **B**. above remains subject to the **Retained Limit(s)** corresponding to the applicable Coverage Part(s) for each covered **Accident**, **Occurrence**, **Wrongful Act** and/or **Claim**, less any amount, if any, previously paid for a **Retained Limit** for the Single **Accident**, **Occurrence**, **Wrongful Act** or **Claim**.

SECTION V. DEFINITIONS

All Liability Coverage Parts included in this Policy are subject to any applicable definitions in the Coverage Part and the following definitions, except as otherwise indicated:

1. Administration Of Benefits means:

a. Providing information, other than legal advice, to employees with respect to your **Employee Benefit Program**;

b. Interpreting your **Employee Benefit Program**;

c. Handling of records in connection with your **Employee Benefit Program**; or

d. Effecting enrollment, termination, or cancellation of employees under your **Employee Benefit Program**; provided all such acts are authorized by you.

2. Advertisement means a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

3. Advertising Injury means one or more of the following offenses:

a. Libel, slander or defamation;

b. Any infringement of copyright, title, trademark, trade dress or slogan;

c. Misappropriation of advertising ideas or style of doing business;

committed or alleged to have been committed in any **Advertisement**, publicity article, broadcast or telecast and arising out of your advertising activities except if arising out of electronic chatrooms or bulletin boards.

Notwithstanding anything above to the contrary, any act(s) of libel, slander or defamation that is employment related is not **Advertising Injury**.

4. Authorized Party means only those:

a. **Insureds** listed in below Paragraphs **19.a.** and **19.b.(1)** and **(2)** of the definition of **Insured** in this Definitions Section;

b. Any **Employees** authorized by you to give or receive notice of a **Wrongful Act** or **Claim**; and

c. **TPAs** authorized by you to give or receive notice of an **Accident**, **Occurrence**, **Wrongful Act** or **Claim**, but in no circumstances are **TPA's** considered **Insureds** or included in the definition of **Insured**.

5. Automobile 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 in the state where it is licensed or principally garaged.

However, **Automobile** does not include **Mobile Equipment**.

6. Bodily Injury means:

a. Physical injury to the body, sickness or disease, including death resulting from any of these at any time; and

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

b. Mental anguish, mental injury, disability, shock or fright, but only if resulting from physical injury to the body, sickness or disease.

7. **Claim** means a written notice, including a **Suit** of a demand against an **Insured** for payment of money to compensate for loss or injury.

8. **Coverage Territory** means anywhere in the world**.** However, the **Insured's** responsibility to pay damages must be determined in a settlement that we agree to or in a **Suit** on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

9. **Defense Costs** means expenses incurred in connection with the investigation, settlement, or defense of a specific **Claim** to which this insurance applies, including:

   a. Reasonable and necessary attorneys' fees and all other litigation costs, charges or expenses;

   b. The cost of bonds to appeal a judgment or award in any **Claim** we defend;

   c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit Of Insurance;

   d. All reasonable expenses incurred by an **Insured** at our request to assist us in the investigation or defense of the **Claim**; and

   e. **Pre-judgment Interest** and **Post Judgment Interest**, as required by law, on awards and judgments.

   Defense Costs do not include:

   a. Payments, costs, fees, or other expenses paid to a **TPA**;

   b. Salaries or expenses paid to any of your **Employees** or officials for the administration, investigation, defense, adjustment, handling or settlement of any loss, damage, expense or **Claim**; or

   c. Salaries and expenses paid to any of your **Employees** or officials in establishing the existence, or the amount, of any covered loss, damage, expense or **Claim**.

10. **Electronic Data** means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including, but not limited to, 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.

11. **Employee** means employee, including a **Leased Worker**. However, **Employee** does not include a **Temporary Worker** or an **Independent Contractor**.

12. **Employee Benefit Program** means:

    a. Group life insurance, group accident or health insurance, investment plans or savings plans, profit sharing plans, pension plans and stock subscription plans; or

    b. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

    provided for your employees.

13. **Employment Practices Violations** means any of the following acts, but only when they are employment related:

    a. Wrongful dismissal, discharge, termination or constructive termination of employment;

    b. Harassment of any type;

    c. Discrimination (including but not limited to discrimination based upon age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy, disability or any other protected class or characteristic established by any federal, state, or local statutes, rules or regulations);

    d. Retaliation;

    e. Misrepresentation to an employee or applicant for employment;

    f. Libel, slander, humiliation or defamation;

    g. Wrongful failure to employ or promote;

    h. Wrongful deprivation of career opportunity, wrongful demotion or negligent employee evaluation, including the giving of negative or defamatory statements in connection with an employee reference;

    i. Wrongful discipline;

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

j. Failure to grant tenure or practice privileges;

k. Failure to provide or enforce adequate or consistent organizational policies or procedures;

l. Violation of an individual's civil rights.

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

15. First Named Insured means the person or organization first named in Item **1.** of the Declarations.

16. 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.

17. Incidental Medical Malpractice means **Bodily Injury** arising out of emergency medical services rendered or which should have been rendered to any person or persons during the **Policy Period** by any duly certified emergency medical technician, paramedic or nurse who is employed by or acting on behalf of an **Insured** to provide such services, but is not employed at a hospital, clinic or nursing home facility. **Incidental Medical Malpractice** also includes injury arising out of the dispensation of prescribed medicine to children by your duly certified school nurse.

18. Independent Contractor means an individual you have a written contract with to perform a service or function for remuneration and for whom you do not control the performance of that service or function. **Independent Contractor** does not include a **Leased Worker**.

19. Insured means each of the following, but only to the extent set forth below:

a. The **Named Insured**;

b. While acting within the scope of their duties for the **Named Insureds**:

(1) All persons who are now, were, or shall be your lawfully elected, appointed or employed officials;

(2) Current or former members of commissions, boards or other units operated by you and under your jurisdiction, provided such units are within the total operating budget included in the application;

(3) All of your current or former **Employees**;

(4) Your **Volunteer Workers**;

(5) All persons or organizations providing service to you under any mutual aid or similar agreement; or

(6) The estate of any person in **(1)** through **(5)** above;

c. With respect to **Mobile Equipment**, any person is an **Insured** under the General Liability Coverage Part while operating such equipment with your permission;

d. With respect to a **Covered Automobile**, any person is an **Insured** under the Automobile Liability Coverage Part while operating the **Covered Automobile** with your permission.

No person or organization is an **Insured** with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations Page.

20. Law Enforcement Activities means:

a. Any official activity, function or operation of any **Insured** in the enforcement of the law and includes any off-duty activity officially sanctioned by you and conducted in the course of law enforcement operations;

b. Departmentally approved activities which are declared in the application for this insurance; and

c. the:

(1) Ownership, maintenance or use of any premises in order to conduct such law enforcement activities, functions or operations;

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

(2) Providing of first aid at the time of an accident, crime or medical emergency; or

(3) Criminal prosecution activity(ies) of any nature by judicial officers, prosecuting attorneys, and staff other than public defenders or criminal defense attorneys.

Provided, however, **Law Enforcement Activities** do not include:

a. Your operations related to any building, code, license, permit, health, sanitation, animal control, safety, planning or zoning enforcement (unless such zoning enforcement operations are in connection with the list of principles already excluded in Exclusion 1. Eminent Domain above); or

b. The activities of any school security **Employee** or **Volunteer Worker**, but only if and to the extent such school security **Employee** or **Volunteer Worker** is unarmed or not in the possession of a firearm.

21. 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**.

22. 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 **Automobile**;

b. While it is in or on an aircraft, watercraft or **Automobile**; or

c. While it is being moved from an aircraft, watercraft or **Automobile** 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 **Automobile**.

23. 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 subparagraphs **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in subparagraphs **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 **Automobiles**:

(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; or

(3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **Mobile Equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance are

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

considered **Automobiles**.

24. **Named Insured** means a person or organization named in Item **1.** of the Declarations.
25. **Occurrence** means:
    a. With respect to **Bodily Injury** and **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions;
    b. With respect to **Personal Injury** and **Advertising Injury**, offense; and
    c. With respect to **Bodily Injury** in the General Liability Coverage Part, the services included in the definition of **Incidental Medical Malpractice** except for any services to which the Miscellaneous Professional Liability Coverage Part applies.
26. **Personal Injury** means injury, including consequential **Bodily Injury**, arising out of one or more of the following offenses:
    a. False arrest, false imprisonment, wrongful detention or malicious prosecution;
    b. Libel, slander, defamation of character, or oral or written publication of material that disparages a person's or organization's goods, products or services, unless arising out of advertising activities, electronic chatrooms or bulletin boards; or
    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 by or on behalf of the owner, landlord or lessor, or by a person claiming to be acting on behalf of the owner, landlord or lessor.

    Provided, however, notwithstanding anything above to the contrary, any act(s) or offense(s) set forth above that is employment related is not **Personal Injury**.
27. **Policy Period** means the period of time stated in Item **2.** of the Declarations.
28. **Pollutant** means Any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
29. **Post-judgment Interest** means interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court, the part of the judgment that is within the applicable Excess Limit Of Insurance.
30. **Pre-judgment Interest** means interest added to settlements, verdicts, awards, or judgments that are within the applicable Excess Limit Of Insurance, based on the amount of time prior to the settlements, verdicts, awards or judgments, whether or not made part of the judgments.
31. **Professional Services** means services that may be legally performed only by a person holding a professional license. **Professional Services** do not include services by teachers, educators, school guidance counselors, school nurses and those services described under **Incidental Medical Malpractice**.
32. **Property Damage** means:
    a. Physical injury to tangible property, including all resulting loss of use of such 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 definition, **Electronic Data** is not tangible property.

    This definition does not apply to the Automobile Liability Coverage Part.
33. **Retained Limit** means:

    Subject to Section IV. Retained Limit and Excess Limit of Liability of the Liability Claim Administration, Exclusions, Conditions And Definitions form herein, the applicable amounts shown in the Declarations or any applicable endorsement for **Retained Limit** that you must pay for **Ultimate Net Loss** to which this Policy would apply except for the amount of the **Retained Limit**.

    The **Retained Limit** shall not be reduced by any **Ultimate Net Loss** to which the applicable Coverage Part would not apply.
34. **Sexual Abuse** means:

    Any actual, attempted, or alleged sexual abuse, molestation, mistreatment or maltreatment of a sexual nature

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

of a person by another person, or persons acting in concert, which causes physical and/or mental injuries regardless of consent of any person(s). **Sexual Abuse** includes sexual molestation, sexual assault, sexual exploitation and sexual injury.

Sexual Abuse does not include **Sexual Harassment**.

35. Sexual Harassment means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature, of a person by another person, or persons acting in concert, which causes physical and/or mental injuries, regardless of consent of any person(s), but only when:

a. Submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or

b. The above conduct has the purpose or effect of unreasonably interfering with an **Employee's** work performance or creating an intimidating, hostile or offensive work environment for **Employees**.

Sexual Harassment does not include **Sexual Abuse**.

36. Suit means a civil proceeding against an **Insured** in which monetary damage because of **Bodily Injury**, **Property Damage**, **Personal Injury**, **Advertising Injury** or monetary damage caused by **Wrongful Act(s)** to which the applicable Coverage Part applies, are alleged. **Suit** includes:

a. An arbitration proceeding in which such monetary damages are alleged and to which the **Insured** must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such monetary damages are alleged and to which the **Insured** submits with our consent.

37. 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.

38. TPA means the Third-Party Administrator (**TPA**) listed in the Declarations attached to this Policy.

39. Ultimate Net Loss means:

a. The collective sum of damages for which an **Insured** is legally liable by reason of:

(1) A final judgment;

(2) A binding arbitration award rendered in an arbitration proceeding in which damages are alleged and to which the **Insured** must submit or does submit with our consent; or

(3) A settlement executed by and between an **Insured** and the claimant(s).

b. Defense Costs.

Ultimate Net Loss shall be reduced by any recoveries or salvages which have been paid or will be collected.

Ultimate Net Loss shall not include any expenses incurred by you to comply with any state or federal law (including, but not limited to, the Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007) in the administration, investigation, defense, adjustment, handling and settlement of any loss or **Claim** or any penalty, expense, or fine or payment made thereof for failing to comply with such law.

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

41. Wrongful Act means:

Any tortious error, act, omission, misstatement, misleading statement, neglect or breach of duty committed by an **Insured**, including **Employment Practices Violations**, misfeasance, malfeasance, or nonfeasance in the discharge of duties, individually or collectively.

42. Your Product means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

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

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

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

Your Product includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**. **Your Product** also includes the providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

43. Your Work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your Work includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**. **Your Work** also includes the providing of or failure to provide warnings or instructions.

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

GENERAL LIABILITY COVERAGE PART

SECTION I. COVERAGES - BODILY INJURY, PERSONAL INJURY, ADVERTISING INJURY AND PROPERTY DAMAGE

A. INSURING AGREEMENT

1. In return for the payment of the premium, we shall indemnify you for **Ultimate Net Loss**, in excess of the **Retained Limit**, that results from damages the **Insured** becomes legally obligated to pay because of **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage** to which the insurance under this Coverage Part applies, provided that:
   - **a.** The **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage** is caused by an **Occurrence** that takes place in the **Coverage Territory**;
   - **b.** The **Occurrence** occurs prior to the expiration of the **Policy Period**;
   - **c.** Prior to the **Policy Period**, no **Authorized Party** knew that such **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage** had occurred, in whole or in part. If any **Authorized Party** knew, prior to the **Policy Period**, that such **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage** had occurred, in whole or in part, then any continuation, change or resumption of such **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**; and
   - **d.** **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage**, to which this insurance applies, occurs after the **Occurrence** and during the **Policy Period**.
2. **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage** will be deemed to have been known to have occurred at the earliest time when any **Authorized Party**:
   - **a.** Reports any part of the **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage** to us or any other insurer;
   - **b.** Receives a **Claim** for damages because of such **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage**; or
   - **c.** Becomes aware by any means whatsoever that **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage** has occurred or has begun to occur, in whole or in part.
3. Related **Occurrences**

   All **Occurrences** that are interrelated or causally connected by common facts, circumstances, transactions, events or decisions will be considered one **Occurrence** and will be considered to have occurred at the time the first of those **Occurrences** occurred. However, this does not include any **Occurrences** that take place after the expiration of:
   - **a.** This Policy; or
   - **b.** Any renewal of this Policy or any subsequent renewals, all issued by us or one of our affiliates on a continuous basis with no intervening insurance or self-insurance by any other carrier or entity;

   whichever is later, regardless of whether or not they are interrelated with or causally connected to a prior **Occurrence**.

B. DEFENSE AND INDEMNIFICATION

1. Defense

   Your and our respective duties, if any, for defense of **Claims** are stated in Section I. Claim Administration And Defense of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC.
2. Indemnification

   All terms and conditions of this Policy must be satisfied before we will indemnify you, including not limited to those stated in Condition **G.** When Ultimate Net Loss Is Payable in the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC.

C. RETAINED LIMIT

Subject to Section IV. Retained Limit and Excess Limit of Insurance for the Same or Interrelated or Causally

Copyright, Munich Reinsurance America, Inc., 2020. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

Connected Accidents, Occurrences, Wrongful Acts or Claims of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC, your **Retained Limit**, for **Ultimate Net Loss** resulting from damages caused by any one **Occurrence** will not exceed the amount specified in Item **4.a.** of the Liability Coverage Part Declarations. This will be true regardless of:

1. The number of persons and organizations who are **Insureds** under this Policy;

2. The number of **Claims** made against any or all **Insureds**; or

3. The number of persons or organizations making **Claims**.

All related **Occurrences** will be considered one **Occurrence** in accordance with subparagraph **A.3.** above.

D. EXCESS LIMIT OF INSURANCE

Subject to Section IV. Retained Limit and Excess Limit of Insurance for the Same or Interrelated or Causally Connected Accidents, Occurrences, Wrongful Acts or Claims of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC:

1. Our Excess Limit Of Insurance for Each Occurrence, specified in Item **5.a.** of the Liability Coverage Part Declarations, is the most we will indemnify for **Ultimate Net Loss** arising out of any one **Occurrence**. This will be true regardless of:

All related **Occurrences** will be considered one **Occurrence** in accordance with subparagraph **A.3.** above.

a. The number of persons and organizations who are **Insureds** under this Policy;

b. The number of **Claims** made against any or all **Insureds**; or

c. The number of persons or organizations making **Claims**.

2. Our Excess Limit Of Insurance in the Aggregate, specified in Item **5.b.** of the Liability Coverage Part Declarations is the most we will indemnify for **Ultimate Net Loss** under this Coverage Part.

3. Our Excess Limit Of Insurance in the Aggregate, specified in Item **5.b.** of the Liability Coverage Part Declarations, applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown in the Liability Coverage Part Declarations. However, if the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months, then the additional period will be deemed part of the last preceding period for purposes of determining the Excess Limit Of Insurance in the Aggregate for this Coverage Part.

E. EXCLUSIONS

The following exclusions apply to this Coverage Part in addition to the exclusions in the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC.

The insurance under this Coverage Part does not apply to, and we shall have no indemnity obligation with respect to, liability based upon, arising out of, directly or indirectly resulting from, in connection with or in any way involving:

1. Expected Or Intended Injury

Bodily Injury or **Property Damage** either expected or intended from the standpoint of the **Insured**. This exclusion does not apply:

a. To **Bodily Injury** resulting from the use of reasonable force to protect persons or property; or

b. To the extent that coverage is provided under the Law Enforcement Endorsement, if attached to this Coverage Part.

2. Knowing Violation Of Rights Of Another

Personal Injury or **Advertising Injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury** or **Advertising Injury**.

3. Contractual Liability

An **Insured's** obligation to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

a. That the **Insured** would have in the absence of the contract or agreement; or

b. Assumed in a contract or agreement that is an **Insured Contract** provided the **Bodily Injury** or

Copyright, Munich Reinsurance America, Inc., 2020. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

Property Damage occurs subsequent to the execution of the contract or agreement; and such contract or agreement was in effect at the inception of the **Policy Period** or becomes effective during the **Policy Period**.

4. Employer's Liability

Bodily Injury to:

a. An **Employee** of an **Insured** arising out of and in the course of:

(1) Employment by an **Insured**; or

(2) Performing duties related to the conduct of an **Insured**'s business; or

b. The spouse, child, parent, brother or sister of that **Employee** as a consequence of **a.** above.

This exclusion **applies**:

a. Whether an **Insured** may be liable as an employer or in any other capacity; or

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by an **Insured** under an **Insured Contract**.

5. Employment Practices Violations

Any **Employment Practices Violations**, any form of discrimination or violation of civil rights. However, this exclusion does not apply to the extent that coverage is provided under the Law Enforcement Endorsement, if attached to this Coverage Part.

6. Damage To Property

Any **Property Damage** to:

a. Property owned, occupied or leased by you or purchased by an you under installment sales contract or property on consignment to you;

b. Property loaned to you;

c. Personal property in the care, custody or control of an **Insured,** except to the extent that coverage is provided under the Law Enforcement Endorsement, if attached to this Coverage Part;

d. Premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;

e. That particular part of real property on which you or any of your 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.

7. Damage To Your Work, Your Product Or Impaired Property

Any **Property Damage** to:

a. **Your Work** arising out of the work or out of materials, parts or equipment furnished with such work;

b. **Your Product** arising out of **Your Product** or any part of it; or

c. **Impaired Property** or property not physically injured, arising out of a defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**, or a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

Subparagraph **c.** does not apply to the loss of use of other property arising out of unexpected and unintended physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

8. Advertising Injury – Breach Of Contract, Wrong Description And Statement Of Quality

Advertising Injury resulting from:

a. Failure of performance of contract, but this exclusion does not apply to **Claims** for misappropriation of ideas based upon alleged breach of an implied contract;

b. Incorrect description of any article or commodity;

c. Any mistake in advertised price; or

Copyright, Munich Reinsurance America, Inc., 2020. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

d. Failure of goods, products or services to conform with advertised quality or performance.

9. Material Published With Knowledge Of Falsity Or Prior To Policy Period

Personal Injury arising out of:

a. Oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity;

b. Oral or written publication of material whose first publication took place before the beginning of the **Policy Period**.

10. Automobile

Bodily Injury or **Property Damage** arising out of:

a. The ownership, entrustment, maintenance, operation, use, **Loading or Unloading** of **Automobiles** by or on behalf of an **Insured**; or while **Automobiles** are being transported by or on behalf of an **Insured**; or

b. The transportation of **Mobile Equipment** by an **Automobile** owned or operated by or rented or loaned to any **Insured**.

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 **Bodily Injury** or **Property Damage** arising out of the operation of:

(1) Any equipment listed in subparagraphs **23.f.(2)** and **(3)** of the definition of **Mobile Equipment** in Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC; or

(2) Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of **Mobile Equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

11. Automobile First Party Damage, Uninsured Motorists Law, No Fault Law Or Medical Payments

Any liability or obligation imposed on an **Insured**, or any loss, cost or expense arising directly or indirectly out of any: first party physical damage coverage; uninsured and/or underinsured motorist law; no fault law; personal injury protection law or **Automobile** medical payments coverage.

F. DEFINITIONS

The following definitions apply to this Coverage Part in addition to the definitions in the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC.

1. **Insured Contract** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises 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:

(1) Vehicle or pedestrian private railroad crossings at grade; or

(2) Construction or demolition operations on or within 50 feet of a railroad;

d. A mutual aid assistance agreement or contract between political subdivisions;

e. An elevator maintenance agreement;

f. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

g. That part of any other written contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of:

Copyright, Munich Reinsurance America, Inc., 2020. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

(i) 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; or

(ii) Vehicle or pedestrian private railroad crossings at grade;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

Copyright, Munich Reinsurance America, Inc., 2020. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

AUTOMOBILE LIABILITY COVERAGE PART

SECTION I. COVERAGES – BODILY INJURY AND PROPERTY DAMAGE

A. INSURING AGREEMENT

In return for the payment of the premium, we shall indemnify you for **Ultimate Net Loss**, in excess of the **Retained Limit**, that results from damages the **Insured** becomes legally obligated to pay because of **Bodily Injury** or **Property Damage** to which the insurance under this Coverage Part applies, caused by an **Accident** during the **Policy Period**, and resulting from the ownership, maintenance or use of a **Covered Automobile** in the **Coverage Territory**.

All **Bodily Injury** and **Property Damage** (and related **Defense Costs**) arising from continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one **Accident** and will be considered to have occurred at the time the continuous or repeated exposure began. However, this does not include any such exposure that takes place after the expiration of:

1. This Policy; or

2. Any renewal of this Policy or any subsequent renewals, all issued by us or one of our affiliates on a continuous basis with no intervening insurance or self-insurance by any other carrier or entity;

whichever is later.

The amount we will pay is limited in accordance with subsection **D.** Excess Limit Of Insurance below. The amount you must pay is described in subsection **C.** Retained Limit below. When we will pay is limited in accordance with subsection **B.** Defense And Indemnification below.

We have no other obligation to pay any additional sums or perform acts or services.

B. DEFENSE AND INDEMNIFICATION

1. Defense

Your and our respective duties, if any, for defense of **Claims** are stated in Section I. Claim Administration And Defense of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC.

2. Indemnification

All terms and conditions of this Policy must be satisfied before we indemnify you, including but not limited to those stated in Condition **G.** When Ultimate Net Loss Is Payable in the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC.

C. RETAINED LIMIT

Subject to Section IV. Retained Limit and Excess Limit of Insurance for the Same or Interrelated or Causally Connected Accidents, Occurrences, Wrongful Acts or Claims of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC, your **Retained Limit** for **Ultimate Net Loss** resulting from damages caused by any one **Accident** will not exceed the amount specified in Item **4.c.** of the Liability Coverage Part Declarations. This will be true regardless of:

1. The number of persons and organizations who are **Insureds** under this Policy;

2. The number of **Claims** made against any or all **Insureds**;

3. The number of persons or organizations making **Claims**;

4. The number of vehicles involved; or

5. Premiums paid.

All **Bodily Injury** and **Property Damage** (and related **Defense Costs**) arising from continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one **Accident**.

D. EXCESS LIMIT OF INSURANCE

Subject to Section IV. Retained Limit and Excess Limit of Insurance for the Same or Interrelated or Causally Connected Accidents, Occurrences, Wrongful Acts or Claims of the Liability Claim Administration, Exclusions,

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

Conditions And Definitions form RL 1000 LC:

1. Our Excess Limit Of Insurance for Each Accident, specified in Item **5.e.** of the Liability Coverage Part Declarations, is the most we will indemnify for **Ultimate Net Loss** resulting from damages caused by any one **Accident**. This will be true regardless of:

a. The number of persons and organizations who are **Insureds** under this Policy;

b. The number of **Claims** made against any or all **Insureds**;

c. The number of persons or organizations making **Claims**;

d. The number of vehicles involved; or

e. Premiums paid.

All **Bodily Injury** and **Property Damage** (and related **Defense Costs**) arising from continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one **Accident**.

2. Our Excess Limit of Insurance, in the aggregate, specified in Item **5.f.** of the Liability Coverage Part Declarations, is the most we will indemnify for **Ultimate Net Loss** under this Coverage Part.

3. Our Excess Limit of Insurance, in the aggregate, specified in Item **5.f.** of the Liability Coverage Part Declarations, applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown in the Liability Coverage Part Declarations. However, if the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months, then the additional period will be deemed part of the last preceding period for purposes of determining the Excess Limit of Insurance in the Aggregate for this Coverage Part.

E. EXCLUSIONS

The following exclusions apply to this Coverage Part in addition to the exclusions found in Section II. Exclusions of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC.

The insurance under this Coverage Part does not apply to, and we shall have no indemnity obligation with respect to, liability based upon, arising out of, directly or indirectly resulting from, in connection with or in any way involving:

1. Racing

Covered Automobiles while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that **Covered Automobile** is being prepared for such contest or activity.

2. Expected Or Intended Injury

Bodily Injury or **Property Damage** either expected or intended from the standpoint of an **Insured**. But this exclusion does not apply to the extent coverage is provided under the Law Enforcement Endorsement, if attached to this Coverage Part.

3. Contractual

An **Insured's** obligation to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

a. That the **Insured** would have in the absence of the contract or agreement; or

b. Assumed in a contract or agreement that is an **Insured Contract** provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement; and such contract or agreement was in effect at the inception of the **Policy Period** or becomes effective during the **Policy Period**.

4. Employee Indemnification And Employer's Liability

Bodily Injury to:

a. An **Employee** of an **Insured** arising out of and in the course of:

(1) Employment by an **Insured**; or

(2) Performing duties related to the conduct of an **Insured's** business; or

b. The spouse, child, parent, brother or sister of the employee as a consequence of a. above.

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

This exclusion applies:

(1) Whether an **Insured** may be liable as an employer or in any other capacity; or

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

This exclusion does not apply to liability assumed by the **Insured** under an **Insured Contract.**

5. Care, Custody Or Control

Any **Property Damage** to or involving property owned or transported by an **Insured** or in an **Insured's** care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement or to the extent coverage is provided under the Law Enforcement Endorsement, if attached to this Coverage Part.

6. Handling Of Property

Bodily Injury or **Property Damage** resulting from the handling of property:

a. Before it is moved from the place where it is accepted by an **Insured** for the movement into or onto the **Covered Automobile**; or

b. After it is moved from the **Covered Automobile** to the place where it is finally delivered by an **Insured**.

7. First Party and Other Auto Coverages

First party physical damage coverage; uninsured and/or underinsured motorist law; no fault law; personal injury protection law or **Automobile** medical payments coverage.

8. Movement Of Property By Mechanical Device

Bodily Injury or **Property Damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the **Covered Automobile**.

9. Operations

Bodily Injury or **Property Damage** arising out of the operation of:

a. Any equipment listed in subparagraphs **23.f.(2)** and **(3)** of the definition of **Mobile Equipment** in Section V. Definitions of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC; or

b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of **Mobile Equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

F. DEFINITIONS

The following definitions apply to this coverage part in addition to Section V. Definitions in the Liability Conditions, Definitions, and Exclusions form RL 1000 LC of this Policy.

1. **Accident** means an accidental event, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **Bodily Injury** or **Property Damage**.

2. **Covered Automobile** means an **Automobile**:

a. You own, or you acquire during the **Policy Period**;

b. You lease, hire, rent or borrow. This does not include an **Automobile** you lease, hire, rent or borrow from any of:

(1) Your **Employees**;

(2) Your partners; or

(3) Members of commissions, boards or other units operated by you and under your jurisdiction, provided such units are within the total operating budget included in the application;

or members of their households; or

c. You do not own, lease, hire, rent or borrow that is used expressly on your behalf directly in connection with your business. This includes an **Automobile** owned by any of:

(1) Your **Employees**;

(2) Your partners; or

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

(3) Members of commissions, boards or other units operated by you and under your jurisdiction, provided such units are within the total operating budget included in the application;

or members of their household, but only while used in connection with your business.

3. **Insured Contract** means:

a. A lease of premises;

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. That part of any other written 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 to pay for **Bodily Injury** or **Property Damage** to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

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 **Automobile**. 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 **Automobile** rented or leased by you or any of your **Employees**.

An **Insured Contract** does not include that part of any contract or agreement:

(1) That indemnifies any person or organization 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, roadbeds, tunnel, underpass, or crossing; or

(2) That pertains to the loan, lease, or rental of an **Automobile** to you or any of your **Employees**, if the **Automobile** is loaned, leased or rented with a driver; or

(3) That holds a person or organization engaged in the business of transporting property or persons by **Automobile** for hire harmless for your use of a **Covered Automobile** over a route or territory that person or organization is authorized to serve by public authority.

4. **Property Damage** means damage to or loss of use of tangible property.

Copyright 2021, Munich Reinsurance America, Inc. All rights reserved. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

WRONGFUL ACT LIABILITY COVERAGE PART - OCCURRENCE

SECTION I. COVERAGE – WRONGFUL ACT

A. INSURING AGREEMENT

1. In return for the payment of the premium, we shall indemnify you for **Ultimate Net Loss**, in excess of the **Retained Limit**, that results from damages the **Insured** becomes legally obligated to pay because of a **Wrongful Act** to which the insurance under this Coverage Part applies, provided that:
   - **a.** The **Wrongful Act** takes place in the **Coverage Territory**; and
   - **b.** The **Wrongful Act** is first committed during the **Policy Period**.
2. Loss to which this insurance applies, which occurs after the **Wrongful Act**, includes any continuation, change or resumption of that loss after the **Policy Period**.
3. Related **Wrongful Acts**

   Subject to Section IV. Retained Limit and Excess Limit of Insurance for the Same or Interrelated or Causally Connected Accidents, Occurrences, Wrongful Acts or Claims of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC, all **Wrongful Acts** that are interrelated or causally connected by common facts, circumstances, transactions, events or decisions will be considered one **Wrongful Act** and will be considered to have been committed at the time the first of those **Wrongful Acts** is committed. However, this does not include any **Wrongful Acts** that are committed after the expiration of:
   - **a.** This Policy; or
   - **b.** Any renewal of this Policy or any subsequent renewals, all issued by us or one of our affiliates on a continuous basis with no intervening insurance or self-insurance by any other carrier or entity;

   whichever is later, regardless of whether or not they are interrelated with or causally connected to a prior **Wrongful Act**.

B. DEFENSE AND INDEMNIFICATION

1. Defense

   Your and our respective duties, if any, for defense of **Claims** are stated in Section I. Claim Administration And Defense of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC.
2. Indemnification

   All terms and conditions of this Policy must be satisfied before we indemnify you, Including but not limited to those stated in Condition **G.** When Ultimate Net Loss Is Payable in the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC.

C. RETAINED LIMIT.

Subject to Section IV. Retained Limit and Excess Limit of Insurance for the Same or Interrelated or Causally Connected Accidents, Occurrences, Wrongful Acts or Claims of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC, your **Retained Limit** for **Ultimate Net Loss** resulting from damages caused by any one **Wrongful Act** will not exceed the amount specified in Item **4.b.** of the Liability Coverage Part Declarations. This will be true regardless of:

1. The number of persons and organizations who are **Insureds** under this Policy;
2. The number of **Claims** made against any or all **Insureds**; or
3. The number of persons or organizations making **Claims**.

All related **Wrongful Acts** will be considered one **Wrongful Act** in accordance with Paragraph **A.3.** above.

D. EXCESS LIMIT OF INSURANCE

 Copyright 2021, Munich Reinsurance America, Inc. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

Subject to Section IV. Retained Limit and Excess Limit of Insurance for the Same or Interrelated or Causally Connected Accidents, Occurrences, Wrongful Acts or Claims of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC:

1. Our Excess Limit Of Insurance for Each Wrongful Act, specified in Item **5.c.** of the Liability Coverage Part Declarations, is the most we will indemnify for **Ultimate Net Loss** resulting from damages caused by any one **Wrongful Act**. This will be true regardless of:

a. The number of persons and organizations who are **Insureds** under this Policy;

b. The number of **Claims** made against any or all **Insureds**; or

c. The number of persons or organizations making **Claims**.

All related **Wrongful Acts** will be considered one **Wrongful Act** in accordance with Paragraph **A.3.** above.

2. Our Excess Limit of Insurance, in the Aggregate, specified in Item **5.d.** of the Liability Coverage Part Declarations, is the most we will indemnify for **Ultimate Net Loss** under this Coverage Part.

3. Our Excess Limit of Insurance, in the Aggregate, specified in Item **5.d.** of the Liability Coverage Part Declarations, applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown in the Liability Coverage Part Declarations. However, if the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months, then the additional period will be deemed part of the last preceding period for purposes of determining the Excess Limit of Insurance in the Aggregate for this Coverage Part.

E. EXCLUSIONS

The following exclusions apply to this Coverage Part in addition to the Section II. Exclusions of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC of this Policy.

The insurance under this Coverage Part does not apply to, and we shall have no indemnity obligation with respect to, liability based upon, arising out of, directly or indirectly resulting from, in connection with or in any way involving:

1. Inadequate Insurance

An **Insured's** failure to effect, maintain, or administer any insurance coverage, bond, self-insurance fund or any other plan or agreement of risk transfer or assumption.

2. Tax Assessments

Any of the following:

a. The imposition of any tax assessments, adjustments, fines or penalties;

b. The collection, refund, disbursement or application of any taxes; or

c. The failure to anticipate tax revenue shortfalls.

3. Wage And Hour Laws

An **Insured's** obligation to pay front or back pay awards, fringe benefits, educational expenses, overtime or similar damages, even if designated as liquidated or any other form of damages, under any federal, state or local statute, rule, ordinance, or regulation.

4. Breach Of Contract

Breach of any:

a. Express or implied contract or agreement;

b. Guarantee; or

c. Warranty.

However, with respect to **Employment Practices Violations**, this exclusion does not apply to implied contracts.

5. Contractual Liability

An **Insured's** obligation to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that the **Insured** would have in the absence of the contract or

 Copyright 2021, Munich Reinsurance America, Inc. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

agreement.

6. Bodily Injury, Personal Injury, Advertising Injury or Property Damage

   Any **Bodily Injury**, **Personal Injury**, **Advertising Injury** or **Property Damage**, except to the extent that coverage is provided under this coverage part for **Employment Practices Violations**.

7. Profit, Advantage Or Remuneration

   An **Insured** gaining profit, advantage or remuneration to which an **Insured** is not entitled. But this exclusion applies only to the **Insured** who gained the illegal profit, advantage or remuneration.

8. Money And Securities

   The destruction or disappearance of money or securities, or the loss of use thereof.

9. Automobile

   The ownership, maintenance, operation, use, control, licensure, permit, entrustment to others or **Loading or Unloading** of **Automobiles**, or the transport of any person. 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**.

10. Outside Services

    Actions taken by an **Insured** as a participant, member, partner, director or shareholder of any board, commission, partnership, association or corporation not operated by you or under your jurisdiction.

11. Prior Wrongful Acts

    Any **Wrongful Act** committed prior to the **Policy Period**.

Copyright 2021, Munich Reinsurance America, Inc. Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

CORPORAL PUNISHMENT EXCLUSION

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the Liability Coverage Parts of this policy.

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

The following exclusion is added to the Exclusions section of the Liability Claim Administration, Exclusions, Conditions and Definitions section of the policy:

Corporal Punishment

The insurance under this policy does NOT apply to any liability arising out of any form of corporalpunishment.

All other terms and conditions remain unchanged.

Copyright, 2021 Munich Reinsurance America, Inc. All rights reserved.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

DEFENSE COSTS OUTSIDE OF EXCESS LIMITS

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
AUTOMOBILE LIABILITY COVERAGE PART
MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART
WRONGFUL ACTS LIABILITY COVERAGE PART

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

Schedule

Defense Costs Limit $ 2,000,000

A. The last sentence of the Insuring Agreement of the General Liability Coverage Part, **Automobile** Liability Coverage Part, Miscellaneous Professional Liability Coverage Part and **Wrongful Acts** Liability Coverage Part, if applicable, is amended to read:

   We have no other obligation to pay any additional sums or perform acts or services unless specifically provided for under Defense and Indemnification.

B. The phrase "**b. Defense Costs**." is deleted in its entirety from the definition of **Ultimate Net Loss** in the Liability Claim Administration, Exclusions, Conditions and Definitions section of the Policy.

C. The phrase "**Ultimate Net Loss**" is hereby replaced by the phrase "**Ultimate Net Loss** (does not include **Defense Costs**)" wherever it appears in the following sections of the applicable Coverage Part or any applicable endorsements: Insuring Agreements and Excess Limit of Insurance. Such **Defense Costs** will not erode the Excess Limit of Insurance Combined Aggregate in the Retained Limit Combined Aggregate Endorsement, if attached.

D. Paragraph 1. of subsection G. When Ultimate Net Loss Is Payable in Section III. Conditions of the Liability Claims Administration, Exclusions, Conditions and Definitions section of the Policy is deleted and replaced by the following:

   1. This Policy will not apply unless and until the **Insured** is obligated to pay amounts to which this insurance applies that exceed the **Retained Limit** of the applicable coverage part of this Policy. When the **Ultimate Net Loss** exceeds the **Retained Limit** and to the extent that there is a determination that the insurance under the applicable Coverage Part applies to the **Claim**, you will be entitled to indemnification by us under such Coverage Part as follows:

      a. We will indemnify you for the amount of **Ultimate Net Loss** (does not include **Defense Costs**) in excess of the **Retained Limit**; and
      b. (1) If the final adjusted **Ultimate Net Loss** (does not include **Defense Costs**) is less than or equal to our applicable Excess Limit of Insurance, we shall pay the amount of **Defense Costs** incurred by you up to the **Defense Costs** Limit shown in the above Schedule; or

Copyright, 2021 Munich Reinsurance America, Inc. All rights reserved.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

(2) If the final adjusted **Ultimate Net Loss** (does not include **Defense Costs**) is more than our applicable Excess Limit of Insurance, we shall contribute to the **Defense Costs** incurred by you in the ratio that our proportion of the **Ultimate Net Loss** (does not include **Defense Costs**) as finally adjusted bears to the whole amount of such **Ultimate Net Loss** (does not include **Defense Costs**), up to the **Defense Costs** Limit shown in the above Schedule.

However, we will no longer contribute to the **Defense Costs** once the applicable Excess Limit of Insurance has been exhausted by the payment of judgments or settlements for **Ultimate Net Loss** (does not include **Defense Costs**).

You shall apply for indemnification as soon as practicable after the **Ultimate Net Loss** has been determined to exceed the **Retained Limit** and we will promptly indemnify you subject to paragraphs 1.a. and 1.b. above.

All other terms and conditions remain unchanged.

Copyright, 2021 Munich Reinsurance America, Inc. All rights reserved.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

RETAINED LIMIT POLICY CHANGES

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WEST VIRGINIA EXCESS UNINSURED MOTORISTS COVERAGE

This endorsement modifies insurance provided under the following:

For a **Covered Automobile** licensed or principally garaged in West Virginia, this endorsement modifies insurance provided under the following:

AUTOMOBILE LIABILITY COVERAGE PART

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

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

SCHEDULE

West Virginia Excess
Uninsured Motorists Coverage
Retained Limits

Bodily Injury $1,250,000 Each **Accident**

Excess Limit of Insurance

Bodily Injury $1,000,000 Each **Accident**
Bodily Injury $1,000,000 Aggregate

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

The following West Virginia Excess Uninsured Motorists Coverage is added:

A. **INSURING AGREEMENT**

1. We will pay all sums the **Insured** is legally entitled to recover as compensatory damages in excess of the **Retained Limit**, from the owner or driver of an **Uninsured Motor Vehicle**. The **damages** must result from **Bodily Injury** sustained by the **Insured** caused by an **Accident**. The owner's or driver's liability for these **Damages** must result from the ownership, maintenance or use of the **Uninsured Motor Vehicle**.
2. Any judgment for damages arising out of a **Suit** brought without our written consent is not binding on us.

Copyright, 2024 Munich Reinsurance America, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

3. With respect to damages resulting from an **Accident** with a vehicle described in Paragraph b. of the definition of **Uninsured Motor Vehicle**, we will pay only if a. or b. below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
   b. A tentative settlement has been made between an **Insured** and the insurer of the vehicle in Paragraph b. of **Uninsured Motor Vehicle** and we:
      (1) Have been given prompt written notice of such tentative settlement; and
      (2) Advance payment to the **Insured** in an amount necessary to equal the tentative settlement within 30 days after receipt of notification.

B. WHO IS AN **INSURED**

If the **Named Insured** is designated in the Declarations as:

1. An individual, then the following are **Insureds**:
   a. The **Named Insured** and any **Family Members**.
   b. Anyone else **Occupying** a **Covered Automobile** or a temporary substitute for a **Covered Automobile**. The **Covered Automobile** must be out of service because of its breakdown, repair, servicing, loss or destruction.
   c. Anyone for damages he or she is entitled to recover because of **Bodily Injury** sustained by another **Insured**.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are **Insureds**:
   a. Anyone **Occupying** a **Covered Automobile** or a temporary substitute for a **Covered Automobile**. The **Covered Automobile** must be out of service because of its breakdown, repair, servicing, loss or destruction.
   b. Anyone for damages he or she is entitled to recover because of **Bodily Injury** sustained by another **Insured**.

C. EXCLUSIONS

1. Exclusion 7. First Party and Other Auto Coverages in the **Automobile** Liability Coverage Part is deleted and replaced by the following: This insurance under this Coverage Part does NOT apply to:
   7. First Party and Other Auto Coverages
      Any liability imposed on an **Insured** under any Uninsured/Underinsured Motorist Law, No Fault law or Personal Injury Protection law or Medical Payments coverage except to the extent coverage is provided under the West Virginia Excess Uninsured Motorists Coverage endorsement.
2. Additionally, this insurance does NOT apply to:
   a. Any **Claim** settled or judgment reached without our consent, unless our right to recover payment has not been prejudiced by such settlement or judgment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of **Uninsured Motor Vehicle** in accordance with the procedure described in Paragraph A.3.b.
   b. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
   c. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
   d. Punitive or exemplary damages.
   e. **Bodily Injury** sustained by:
      (1) An individual **Named Insured** while **Occupying** or when struck by a vehicle owned by that individual **Named Insured** that is not a **Covered Automobile**;
      (2) Any **Family Member** while **Occupying** or when struck by any vehicle owned by that **Family Member** that is not a **Covered Automobile**;
      (3) Any **Family Member** while **Occupying** or when struck by any vehicle owned by that **Family Member** that is not a **Covered Automobile;**
      (4) Any **Insured** with respect to damages for pain, suffering, mental anguish or inconvenience unless the **Bodily Injury** consists in whole or in part of:
         (a) Significant and permanent loss of an important bodily function;
         (b) Permanent injury within a reasonable degree of medical probability, other than scarring or disfigurement;

Copyright, 2024 Munich Reinsurance America, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(c) Significant and permanent scarring or disfigurement; or

(d) Death.

D. **RETAINED LIMIT**

1. Your **Retained Limit** for **West Virginia** Excess Uninsured Motorists Coverage resulting from any one **Accident** will not exceed the amount specified in the above Schedule.
2. The **Retained Limit** shown in the above Schedule is part of and not in addition to the **Retained Limit** for **Automobile** Liability Coverage Part shown in the Declarations.

E. EXCESS LIMIT OF INSURANCE

1. Regardless of the number of **Covered Automobiles**, **Insureds**, premiums paid, **Claims** made or vehicles involved in the **Accident**, the most we will pay for all damages resulting from any one **Accident** in excess of the **Retained Limit**, is the limit of **West Virginia** Excess Uninsured Motorists Coverage shown in the above Schedule. The limit of **West Virginia** Excess Uninsured Motorists Coverage is part of and not in addition to the Limit of Insurance for **Automobile** Liability Coverage Part shown in the Declarations.

2. Our Excess Limit of Insurance, in the aggregate, for **Ultimate Net Loss** specified in the above Schedule is the most we will pay under this endorsement.

3. Our Excess Limit of Insurance, in the aggregate, for **Ultimate Net Loss** specified in the above Schedule, applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown in the Declarations. If the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months, your Excess Limit of Insurance, specified in the above Schedule applies separately to the additional period for purposes of determining the Excess Limit of Insurance Aggregate for this endorsement.
4. No one will be entitled to receive duplicate payments for the same elements of loss under this endorsement and any other part of this policy.
5. We will not make a duplicate payment under this Coverage for any element of loss for which payment has been made by or for anyone who is legally responsible.
6. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any workers' compensation, disability benefits or similar law.

F. CHANGES IN CONDITIONS

With respect to this endorsement, the Conditions in the Liability Claims Administration, Exclusions, Conditions and Definitions form are changed as follows:

1. The Other Insurance Provision is replaced by the following:

   Other Insurance

   Any insurance we provide under this endorsement will be excess to the total limits of any other insurance paid or available for payment to an **Insured**, except other applicable uninsured motorists insurance written as excess or umbrella.

   If there is other such applicable umbrella or excess uninsured motorists insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage written as umbrella or excess. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible uninsured motorist insurance written as umbrella or excess that applies to the non-owned vehicle.
2. Duties In The Event Of **Accident**, **Occurrence**, **Wrongful Act** or **Claim** is changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved; and
   b. Promptly send us copies of the legal papers if a **Suit** is brought.
   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph b. of the definition of **Uninsured Motor Vehicle** must also promptly notify us in writing of a tentative settlement between the **Insured** and the insurer and allow us to advance payment to that **Insured** in an amount necessary to equal the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.
3. Transfer Of Rights Of Recovery Against Others To Us condition is changed by adding the following:

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

Copyright, 2024 Munich Reinsurance America, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Our rights do not apply under this provision with respect to damages caused by an **Accident** with a vehicle described in Paragraph b. of the definition of **Uninsured Motor Vehicle** if we:

a. Have been given prompt written notice of a tentative settlement between an **Insured** and the insurer of a vehicle described in Paragraph b. of the definition of **Uninsured Motor Vehicle**; and

b. Fail to advance payment to the **Insured** in an amount necessary to equal the tentative settlement within 30 days after receipt of notification.

If we advance payment to the **Insured** in an amount necessary to equal the tentative settlement within 30 days after receipt of notification:

a. That payment will be separate from any amount the **Insured** is entitled to recover under the provisions of West Virginia Excess Uninsured Motorists Coverage; and

b. We also have a right to recover the advance payment.

4. The following condition is added:

Arbitration

(1) If we and an **Insured** do not agree:

(a) Whether that person is legally entitled to recover damages under this endorsement; or

(b) As to the amount of damages that are recoverable by that person;

then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

(2) Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

(3) Unless both parties agree otherwise, arbitration will take place in the county in which the **Insured** lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

G. DEFINITIONS

As used in this endorsement:

The following definitions are added:

1. **Family Member** means a person related to an individual **Named Insured** by blood, marriage or adoption who is a resident of such **Named Insured's** household, including a ward or foster child.

2. **Occupying** means in, upon, getting in, on, out or off.

3. **Uninsured Motor Vehicle** means a land motor vehicle or trailer/**t**railer:

a. For which no liability bond or policy applies at the time of an **Accident**;

b. That is an **Underinsured Motor Vehicle**. An **Underinsured Motor Vehicle** means a land motor vehicle or trailer/trailer to which a **Bodily Injury** liability bond or policy applies at the time of an **Accident** but the amount paid for **Bodily Injury** under that bond or policy to an **Insured** is not enough to pay the full amount the **Insured** is legally entitled to recover as damages;

c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

d. For which neither the driver nor owner can be identified. The land motor vehicle or trailer/trailer must:

(1) Hit an individual **Named Insured** or any **Family Member**, a **Covered Automobile** or a vehicle such **Named Insured** or any **Family Member** are **Occupying**; or

(2) Cause an **Accident** resulting in **Bodily Injury** to an individual **Named Insured** or any **Family Member** without hitting that **Named Insured**, any **Family Member**, a **Covered Automobile** or a vehicle such **Named Insured** or any **Family Member** are **Occupying**.

If there is no physical contact with the land motor vehicle or trailer/trailer, the facts of the **Accident** must be proved. We will only accept competent evidence other than the testimony of a person making **Claims** under this or any similar coverage.

However, **Uninsured Motor Vehicle** does not include any vehicle:

a Owned by a governmental unit or agency;

b. Designed for use mainly off public roads while not on public roads; or

Copyright, 2024 Munich Reinsurance America, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

c. Owned by or furnished or available for the regular use of the **Named Insured** or any **Family Member** unless it is a **Covered Automobile** to which the Coverage Form's Liability Coverage applies and liability coverage is excluded for any person or organization other than the **Named Insured** or, if the **Named Insured** is an individual, any **Family Member**.

All other terms and conditions of this policy remain unchanged.

Copyright, 2024 Munich Reinsurance America, Inc.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

RETAINED LIMIT POLICY CHANGES

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAUMATIC BRAIN INJURY EXCLUSION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

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

SECTION E. EXCLUSIONS of the General Liability Coverage Part is amended to add the following:

- **Traumatic Brain Injury**

  The insurance under the General Liability Coverage Part does not apply to, and we shall have no indemnity obligation with respect to, liability based upon, arising out of, directly or indirectly resulting from, in connection with or in any way involving a brain injury, traumatic brain injury (TBI) or skull fracture arising from or in connection with any sports-related incidents or activities.

All other terms and conditions of this policy shall remain unchanged.

Copyright, 2023 Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc. with its permission.

MOLD/FUNGAL PATHOGENS EXCLUSION

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
AUTOMOBILE LIABILITY COVERAGE PART
MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE PART
WRONGFUL ACTS LIABILITY COVERAGE PART

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

SECTION II. EXCLUSIONS, subsection A. of the Liability Claims Administration, Exclusions, Conditions and Definitions section of the Policy is amended to add the following:

The insurance under any Liability Coverage Part in this Policy does NOT apply to, and we shall have no indemnity obligation with respect to, liability based upon, arising out of, directly or indirectly resulting from, in connection with or in any way involving **Fungal Pathogens** whether or not there is another cause of loss which may have contributed concurrently or in any sequence to such liability and/or such loss.

As used in this endorsement, **Fungal Pathogens** means any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to, mold, mildew, mycotoxins, spores or any biogenic aerosols.

All other terms and conditions remain unchanged.

Copyright, 2021 Munich Reinsurance America, Inc. All rights reserved.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

EMPLOYER'S LIABILITY

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated above.

Schedule

Employer's Liability

Retained Limit:

Employers Liability Each **Occurrence** $1,250,000

Excess Limit Of Insurance:

Employers Liability Each **Occurrence** $ 5,000,000

Employers Liability Aggregate $15,000,000

States in which this coverage applies: West Virginia

This coverage extension is subject to all terms and conditions of the General Liability Coverage Part to which this coverage extension is attached, except as otherwise stated below.

A. INSURING AGREEMENT

1. In return for the payment of the premium, the General Liability Coverage Part is extended to indemnify you for **Ultimate Net Loss** in excess of the **Retained Limit** shown in the Schedule above that results from damages the **Insured** becomes legally obligated to pay because of **Bodily Injury** suffered by your employee(s) in the course of their employment with you to which the insurance under this Coverage Part applies, provided that:

   a. The **Bodily Injury** is caused by an **Occurrence** that takes place in the **Coverage Territory**;
   b. The **Occurrence** occurs prior to the expiration of the **Policy Period**;

Copyright, 2021 Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

c. Prior to the **Policy Period**, no **Authorized Party** knew that such **Bodily Injury** had occurred, in whole or in part. If such **Authorized Party** knew, prior to the **Policy Period**, that the **Bodily Injury** occurred, then any continuation, change or resumption of such **Bodily Injury** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**; and
d. **Bodily Injury**, to which this insurance applies, occurs after the Occurrence and during the **Policy Period**.

2. **Bodily Injury** will be deemed to have been known to have occurred at the earliest time when any **Authorized Party**:

   a. Reports all, or any part, of the **Bodily Injury** to us or any other insurer;
   b. Receives a **Claim** for damages because of the **Bodily Injury**; or
   c. Becomes aware by any other means that **Bodily Injury** has occurred or has begun to occur, in whole or in part.

3. Related **Occurrences**
   All **Occurrences** that are causally connected by common facts, circumstances, transactions, events and/or decisions will be considered one **Occurrence** and will be considered to have occurred at the time the first of those **Occurrences** occurred and only that policy's **Retained Limit** and Excess Limit Of Insurance shall apply. However, this does not include any **Occurrences** that occur after the expiration of this Policy or any renewal of this Policy issued by us, whichever is later, regardless of whether or not they are causally connected to a prior **Occurrence**.

4. Damages, as used in this endorsement, include those:

   a. For which you are liable to a third party by reason of a **Claim** or **Suit** against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;

   b. For care and loss of services;

   c. For consequential **Bodily Injury** to a spouse, child, parent, brother or sister of the injured employee;

   provided that the damages set forth in a. through c. above are the direct consequence of **Bodily Injury** that arises out of and in the course of the injured employee's employment by you; or

   d. For **Bodily Injury** to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as an employer.

No other obligation to pay any additional sums or perform acts or services is covered.

B. LIMITS OF INSURANCE

Subject to Section IV. Retained Limit and Excess Limit of Insurance for the Same or Interrelated or Causally Connected Accidents, Occurrences, Wrongful Acts or Claims of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC:

1. a. Your **Retained Limit** for **Ultimate Net Loss** under this coverage extension, resulting from any one **Occurrence** will not exceed the amount specified in the Schedule above for **Retained Limit**, Employers Liability Each **Occurrence.**

Copyright, 2021 Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

b. The Excess Limit Of Insurance for **Ultimate Net Loss** under this coverage extension, resulting from any one **Occurrence** will not exceed the amount specified in the Schedule above for Excess Limit Of Insurance, Employers Liability Each **Occurrence**.

2. The Employers Liability Excess Limit Of Insurance Aggregate stated in the Schedule above, is the most we will pay for **Ultimate Net Loss** under this coverage extension. Any payments we make under this coverage extension apply to the applicable Aggregate for the General Liability Coverage Part contained within the Schedule of Excess Limits Of Insurance stated in the Declarations of this policy.

3. Any Limits stated in the Schedule above are part of, and not in addition to the applicable Limits Of Insurance for the General Liability Coverage Part stated in the Declarations of this policy.

C. EXCLUSIONS

The exclusions in the Liability Claims Administration, Exclusions, Conditions and Definitions section of the Policy apply to this coverage extension. However, the exclusions in the General Liability Coverage Part are replaced by the following:

This insurance does NOT apply to:

1. **Bodily Injury** involving an employee employed in violation of law:
   a. With your actual knowledge or that of any of your partners or executive officers; or

   b. With respect to the payment of any punitive or exemplary damages.

2. Any premium, assessment, penalty, fine, benefit or other obligation imposed by any Workers' Compensation Law, unemployment compensation or disability benefits law, the Jones Act, General Maritime Law, the Federal Employers' Liability Act, Federal Employee Compensation Act, the Defense Base Act, U.S. Longshoremen's and Harbor Workers' Compensation Act, Federal Coal Mine Health and Safety Act, any federal occupational disease law; any amendments to such laws or under any similar law for which you, or any carrier as your insurer, may be held liable; or for which you are a qualified self-insurer.

3. **Bodily Injury** to any employee in the course of employment that is subject to any Workers' Compensation Law, unemployment compensation or disability benefits law, the Jones Act, General Maritime Law, the Federal Employers' Liability Act, Federal Employee Compensation Act, the Defense Base Act, U.S. Longshoremen's and Harbor Workers' Compensation Act, Federal Coal Mine Health and Safety Act, any federal occupational disease law; any amendments to such laws or under any similar law.

4. A **Bodily Injury Claim** for which you are deprived of a defense or are subject to penalty due to:

   a. Nonpayment of premium; or

   b. Any failure to comply with the provisions of the Workers Compensation Law or similar law of any state shown in the Schedule above.

5. Liability that you assume under any contract or agreement.

6. **Bodily Injury** intentionally caused or aggravated by you, or **Bodily Injury** resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur.

7. **Bodily Injury** arising out of **Employment Practices Violations.**

Copyright, 2021 Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

8. Those provisions of any law which provide benefits for injury or disability that is nonoccupational.

D. DEFINITIONS

1. With respect to this endorsement, the definition of **Bodily Injury** in the Liability Claims Administration, Exclusions, Conditions and Definitions section of the Policy is amended to read as follows:

   Bodily Injury

   Means:

   Injury to the body, sickness or disease, including death resulting from any of these at any time, and if arising out of the foregoing: mental anguish, mental injury, disability, shock or fright. **Bodily Injury** by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such **Bodily Injury** by disease must occur during the **Policy Period**.

2. The following is added to the definition of **Occurrence** in the Liability Claims Administration, Exclusions, Conditions and Definitions section of the Policy:

   Occurrence

   Means:

   d. Under the Employer's Liability Endorsement, with respect to **Bodily Injury**, an accident or disease, including continuous repeated exposure to substantially the same generally harmful conditions which results in **Bodily Injury**. All such exposure to substantially the same general conditions will be considered as arising out of one **Occurrence.**

All other terms and conditions remain unchanged.

Copyright, 2021 Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

SERVICE OF SUIT

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement specifies that:

It is agreed that pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by, or on behalf of, the **Named Insured** or any beneficiary hereunder arising out of this contract of insurance.

We designate General Counsel, The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, NJ 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

All other terms and conditions remain unchanged.

Copyright, 2021 Munich Reinsurance America, Inc. All rights reserved.
Includes copyrighted material of the Insurance Services Office, Inc. with its permission

POLLUTION AMENDMENT - SCHOOLS

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

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

The following is added to the second paragraph of Exclusion 13. Pollution, in the Liability Claim Administration, Exclusions, Conditions and Definitions section of the policy.

With respect to the General Liability Coverage Part, Paragraph a. of this exclusion does NOT apply to:

(c) **Bodily Injury** or **Property Damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of chemicals, but only while such chemicals are in a **Named Insured's** classroom for educational purposes.

All other terms and conditions remain unchanged.

Copyright, 2021 Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

MINIMUM PREMIUM

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under this policy.

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

Schedule

Minimum Premium: $4,806,342 (100%)

The following is added to Condition F. Premium in the Policy Conditions section of the policy:

4. If a flat premium is charged and a minimum premium is shown in the above Schedule, then that minimum premium is fully earned as of the inception date of this policy.

All other terms and conditions remain unchanged.

Copyright, 2021 Munich Reinsurance America, Inc. All rights reserved
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

SILICA AND SILICA-RELATED DUST EXCLUSION

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies all of the Coverage Parts provided under this policy.

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

The following exclusion is added to the Exclusions section of the Liability Claim Administration, Exclusions, Conditions and Definitions section of this policy:

The insurance under any Liability Coverage Part in this policy does NOT apply to:

a. Any liability 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.

b. 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, remediating 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.

As used in this endorsement:

(1) Silica means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

(2) Silica-related dust means a mixture or combination of silica and other dust or particles.

All other terms and conditions remain unchanged.

Copyright, 2021 Munich Reinsurance America, Inc. All rights reserved.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

COMMUNICABLE DISEASE OUTBREAK EXCLUSION

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ALL LIABILITY COVERAGE PARTS

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

A. The following exclusion is added to the Exclusions section of Liability Claim Administration, Exclusions, Conditions and Definitions section of this policy:

The insurance under any Liability Coverage Part in this policy does NOT apply to:

Any liability, actual or alleged loss, damage, compensation, **Bodily Injury,** sickness, disease, death, medical expenses, defense expense, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease Outbreak** or the fear or threat (whether actual or perceived) of a **Communicable Disease Outbreak** including, but not limited to any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease** associated with a **Communicable Disease Outbreak**.

This exclusion applies even if the **Claim** against any **Insured** alleges negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **Communicable Disease** associated with a **Communicable Disease Outbreak**;

b. Testing for a **Communicable Disease** associated with a **Communicable Disease Outbreak**;

c. Failure to prevent the spread of the **Communicable Disease** associated with a **Communicable Disease Outbreak**; or

d. Failure to report the **Communicable Disease** associated with a **Communicable Disease Outbreak** to authorities.

B. The following definitions are added to the Definitions section of Liability Conditions, Definitions, And Exclusions section of this policy:

Communicable Disease means any infection or contagious disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;

b. Regardless of the method of transmission, whether direct or indirect, includes but is not limited

Copyright, 2021, Munich Reinsurance America, Inc.
All rights reserved.

to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal; and

c. The disease, substance or agent can cause or threaten **Bodily Injury**, illness, emotional distress, damage to human health, human welfare or tangible or intangible **Property Damage**.

Communicable Disease Outbreak means a **Claim** or **Occurrence** for a **Communicable Disease** that is declared, or determined to be, a public health emergency, pandemic, outbreak, epidemic, disaster, or public emergency by the World Health Organization, or any agency or authority tasked with overseeing international or global public health, or by the United States government, including any federal, state or local agency.

All other terms and conditions remain unchanged.

Copyright, 2021, Munich Reinsurance America, Inc.
All rights reserved.

LAW ENFORCEMENT

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
AUTOMOBILE LIABILITY COVERAGE PART

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

Schedule

Retained Limit:

Law Enforcement Each **Occurrence/Accident**	$ 1,250,000
Excess Limit Of Insurance:	
Law Enforcement Each **Occurrence/Accident**	$ 5,000,000
Property In Your Care, Custody Or Control Sublimit	$ N/A
Law Enforcement Aggregate	$15,000,000

This coverage extension is subject to all terms and conditions of the General Liability and **Automobile** Liability Coverage Parts to which this coverage extension is attached, except as otherwise stated below.

A. INSURING AGREEMENT

In return for the payment of the premium, the General Liability and the **Automobile** Liability Coverage Parts, if applicable, are extended to indemnify you for **Ultimate Net Loss** in excess of the **Retained Limit** shown in the Schedule above that results from damages the **Insured** becomes legally obligated to pay because of your **Law Enforcement Activities**, first arising out of an **Occurrence** or **Accident** during the **Policy Period** and taking place in the **Coverage Territory**.

We have no other obligation to pay any additional sums or cover additional acts or services .

B. LIMITS OF INSURANCE

Subject to Section IV. Retained Limit and Excess Limit of Insurance for the Same or Interrelated or Causally Connected Accidents, Occurrences, Wrongful Acts or Claims of the Liability Claim Administration, Exclusions, Conditions And Definitions form RL 1000 LC:

1. a. Your **Retained Limit** for **Ultimate Net Loss** under this coverage extension, resulting from any one **Occurrence** or **Accident** will not exceed the amount shown in the Schedule above for **Retained Limit** Law Enforcement Each **Occurrence/Accident** Limit.

Copyright, 2021 Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

b. The Excess Limit Of Insurance for **Ultimate Net Loss** under this coverage extension, resulting from any one **Occurrence** or **Accident** will not exceed the amount shown in the Schedule above for Law Enforcement Each **Occurrence/Accident** Excess Limit Of Insurance.

c. Subject to 1.b. above, the Property In Your Care, Custody Or Control Sublimit is the most we will indemnify you for damages because of **Property Damage** to property which is impounded or on persons at the time of their arrest or incarceration with respect to your **Law Enforcement Activities** or your departmentally approved **Law Enforcement Activities** for others.

2. The Law Enforcement Excess Limit Of Insurance Aggregate shown in the Schedule above, is the most we will pay for **Ultimate Net Loss** under this coverage extension. Any payments we make for under this coverage extension apply to the to the applicable Aggregate(s) for the General Liability and **Automobile** Liability Coverage Parts contained within the Schedule of Excess Limits Of Insurance stated in the Declarations of this policy and the Law Enforcement Excess Limit Of Insurance Aggregate shown in the Schedule above.

3. Any Limits stated in the Schedule above are part of, and not in addition to the applicable Limits Of Insurance for the General Liability and **Automobile** Liability Coverage Parts stated in the Declarations of this policy.

C. EXCLUSIONS

1. Under EXCLUSIONS in the Liability Claims Administration, Exclusions, Conditions and Definitions form, in Exclusion 13. Pollution, the following replaces the paragraph beginning "With respect to the General Liability Coverage Part...":

   With respect to the General Liability Coverage Part, Paragraph a. of this exclusion does NOT apply to:

   (a) **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a Hostile Fire, within a building or premises owned or occupied by, or rented or loaned to, any **Insured.** As used herein, Hostile Fire means a fire which becomes uncontrollable or breaks out from where it was intended to be.
   (b) **Bodily Injury** if sustained within a building 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.
   (c) **Bodily Injury** or **Property Damage** arising out of the use of teargas, mace, pepper spray or similar substances in your **Law Enforcement Activities**.

   However, in no event do the exceptions in (a) and (b) above apply to or at any building or premises, site or location which is or was used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste. Waste includes materials to be recycled, reconditioned or reclaimed.

2. Under the General Liability Coverage Part:

   a. Exclusion 2. of RL 1000 GLOC or Exclusion 4. of RL 1000 GLCM (Expected or Intended Injury) is amended to read as follows:

      Bodily Injury or **Property Damage** either expected or intended from the standpoint of an **Insured.** This exclusion does not apply:

      a. To **Bodily Injury** resulting from the use of reasonable force to protect persons or property; or

Copyright, 2021 Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

b. With respect to your **Law Enforcement Activities**, including **Bodily Injury** or **Property Damage** within the impoundment, arrest or incarceration process (unless deemed to be a criminal act).

b. Exclusion 7.c. of RL 1000 GLOC or Exclusion 9.c. of RL 1000 GLCM (Damage To Property) does not apply to property which is impounded or on persons at the time of arrest or incarceration with respect to your **Law Enforcement Activities** (unless deemed to be a criminal act) within the impoundment, arrest or incarceration process.

D. DEFINITIONS

1. Under the Definitions section of the Liability Claims Administration, Exclusions, Conditions and Definitions section of the policy, the following is added to the definition of **Personal Injury:**

   With respect to the General Liability Coverage Part, the following offenses are added with respect to **Law Enforcement Activities**:

   d. Violation of civil rights;
   e. Violation of property rights;
   f. Erroneous service of process;
   g. Discrimination;

   if not arising out of **Employment Practices Violations**.

2. With respect to the General Liability and **Automobile** Liability Coverage Parts, the following item is added to the definition of **Insured Contract**:

   Any service agreement in your **Law Enforcement Activities**, provided such agreement is departmentally approved.

3. With respect to the General Liability Coverage Part, the definition of **Incidental Medical Malpractice** is amended to read:

   Incidental Medical Malpractice

   Means:

   Bodily Injury arising out of emergency medical services rendered or which should have been rendered to any person or persons during the **Policy Period** by any duly certified emergency medical technician, paramedic, nurse or law enforcement officer who is employed by or acting on behalf of an **Insured** to provide such services, but is not employed at a hospital, clinic or nursing home facility. **Incidental Medical Malpractice** also includes **Bodily Injury** arising out of the dispensation of prescribed medicine to children by your duly certified school nurse.

All other terms and conditions remain unchanged.

Copyright, 2021 Munich Reinsurance America, Inc.
Includes copyrighted material of the Insurance Services Office, Inc., with its permission.

PFAS EXCLUSION

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

ALL LIABILITY COVERAGE PARTS

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

1. **SECTION II. EXCLUSIONS** of the Liability Claim Administration, Exclusions, Conditions and Definitions Section is amended by addition of the following:

   PFAS

   This insurance does NOT apply to:

   a. **Bodily injury** or **Property Damage** arising out of, in any way related to, or caused by, whether in whole or in part, the actual, alleged, or threatened:

      (1) Ingestion, inhalation, absorption, existence or presence of, contact with, or exposure to **PFAS**;

      (2) Discharge, dispersal, release, leakage, escape or presence of **PFAS**; or

      (3) Manufacture, distribution, sale, installation, repair, removal, encapsulation, abatement, or handling of **PFAS** or any material or substance containing **PFAS**;

      regardless of whether any other cause, event, or material contributed, whether concurrently or in any sequence, to the **Bodily injury** or **Property Damage**.

   b. Any loss, cost, or expense arising out of, in any way related to, or caused by, whether in whole or in part, the following:

      (1) Any testing, monitoring, investigating, cleaning up, removing, studying, containing, treating, abating, encapsulating, controlling, detoxifying, neutralizing, assessing or taking any other action with regard to **PFAS**;

      (2) Any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, monitor, investigate, clean up, remove, study, contain, treat, abate, encapsulate, control, detoxify, neutralize, assess or take any other actions regarding **PFAS**; or

      (3) Any **Claim** or **Suit** for damages relating to b.(1) or b.(2) above; or

   c. Any other loss, cost, or expense arising out of, in any way related to, or caused by, whether in whole or in part, **PFAS**.

Copyright, 2024 Munich Reinsurance America, Inc. All rights reserved.
Includes copyrighted material of the Insurance Services Office, Inc. with its permission

2. **SECTION V. DEFINITIONS** of the Liability Claim Administration, Exclusions, Conditions and Definitions Section form is amended by the addition of the following:

   PFAS (or perfluoroalkyl and polyfluoroalkyl substances) means:

   a. Chemical or substance that contains a minimum of one methyl or methylene group on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

      (1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers telomers, salts, derivatives, precursor chemicals, degradation by products;

      (2) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, perfluorooctane sulfonic acid (PFOS) and its salts, or perfluorohexane sulfonate acid (PFHxS);

      (3) Perfluoropolyethers;

      (4) Fluorotelomer-based substances; or

      (5) Side-chain fluorinated polymers; or

   b. Any **PFAS** replacement chemical, compound or product, including but not limited to GenX, Perfluorobutane sulfonic acid, ADONA or F53B.

All other terms and conditions of this policy shall remain unchanged.

Copyright, 2024 Munich Reinsurance America, Inc. All rights reserved.
Includes copyrighted material of the Insurance Services Office, Inc. with its permission

SELECTION OF COUNSEL
(Mutual Selection of Counsel)

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

ALL LIABILITY COVERAGE PARTS

The following is added to paragraph A. in SECTION I. CLAIM ADMINISTRATION AND DEFENSE in the LIABILITY CLAIM ADMINISTRATION, EXCLUSIONS, CONDITIONS AND DEFINITIONS part.

Although we have no duty to defend any **Claim**, you have agreed with us to address selection of counsel with regard to any **Claim** for which the **Insured** seeks coverage under this Coverage Part and for which the **Insured** is required to provide written notice pursuant to SECTION III. CONDITIONS, Paragraph H.2.b. The **Insured** agrees that the following conditions apply to the mutual selection of defense counsel:

Mutual Selection of Defense Counsel

The **Insured** shall select counsel to defend a **Claim**, subject to the following:

a. as a condition precedent to coverage, and prior to you retaining counsel to defend such **Claim,** we will have the right and opportunity to approve your selection of counsel in writing, such approval of counsel not to be unreasonably withheld;

b. we will not indemnify you for hourly rates charged by counsel that exceed what we would normally employ for similar **Claims** in the same geographical area where the suit has been filed;

c. counsel employed by the **Insured** must agree to comply with all our litigation guidelines;

d. we will have the right and opportunity to withdraw our consent to such counsel's appointment, provided, however, that withdrawal will not be unreasonably exercised. If we withdraw our consent to counsel, the selection of any replacement counsel will be subject to the conditions set forth in this endorsement; and

e. if more than one **Insured** is involved in a **Claim**, we may withhold approval of separate counsel for one or more of such **Insureds** unless there is a material, actual or potential conflict of interest among such **Insureds**.

All other terms and conditions remain unchanged.

Copyright, 2024 Munich Reinsurance America, Inc.All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 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.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

All Other Terms and Conditions Remain Unchanged.

VIOLATION OF ECONOMIC OR TRADE SANCTIONS

Named Insured	Endorsement Number
Policy Number	Endorsement Effective
Countersigned by (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

We (the Insurer or the Company) shall not provide any coverage, pay any claim, or provide any benefit under this Policy, to the extent that the provision of such coverage, payment of such claim, or provision of such benefit is a violation of any sanction, prohibition or restriction under United Nations Resolutions or applicable trade or economic sanctions, embargo, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC), the European Union or the United Kingdom.

All other terms and conditions remain unchanged.

Copyright, 2022 Munich Reinsurance America, Inc. All rights reserved.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

© ISO Properties, Inc., 2004