

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

**AMENDMENT - NON CUMULATION OF EACH OCCURRENCE LIMIT  
OF LIABILITY AND NON CUMULATION OF PERSONAL AND  
ADVERTISING INJURY LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Paragraph 5 of SECTION III - LIMITS OF INSURANCE, is amended to include the following:  
Non cumulation of Each Occurrence Limit - If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".
2. Paragraph 4 of SECTION III - LIMITS OF INSURANCE, is amended to include the following:  
Non cumulation of Personal and Advertising Limit - If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a commercial general liability coverage part for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal Injury and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**2. Exclusions**

This insurance does not apply to:

**Fungi or Bacteria**

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

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

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

**2. Exclusions**

This insurance does not apply to:

**Fungi or Bacteria**

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

**C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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**AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION -  
EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT  
APPLIES ONLY TO NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

1. The following replaces Paragraph (2) of Exclusion **b.**, **Contractual Liability**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - (2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
    - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
    - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. The following replaces the beginning of Paragraph 2., and Paragraphs 2.a., b., c., d. and e., of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES**:
  2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:
    - a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
    - b. This insurance applies to such liability assumed by you;
    - c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";
    - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;
    - e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and
3. The following replaces the last sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES**:
 

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

  - a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
  - b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

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**EXCLUSION - LEAD**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
CATASTROPHE UMBRELLA POLICY

**PROVISIONS**

This insurance does not apply to any injury, damage, loss, cost, payment or expense, including, but not limited to, defense and investigation, of any kind arising out of, resulting from, caused by or contributed to by the actual or alleged presence or actual, alleged or threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained or incorporated into any material or substance. This exclusion applies, but is not limited to:

1. Any supervision, instructions, recommendations, warnings or advice given in connection with the above;
2. Any obligation to share damages, losses, costs, payments or expenses with or repay someone else who must make payment because of such injury or damage, loss, cost, payment or expense; or
3. Any request, order or requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead compounds or materials or substances containing lead.



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## **EXCLUSION – DISCRIMINATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **Discrimination**

“Bodily injury” arising out of discrimination based upon a person’s sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

#### **Discrimination**

“Personal injury” arising out of discrimination based upon a person’s sex, sexual orientation, marital status, pregnancy, race, color, creed, religion, national origin, citizenship, veteran status, age, genetic information or physical or mental disability, or any other characteristic, attribute, trait, condition or status that qualifies a person for protection against discrimination under federal, state or local law.

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

## **EXCLUSION – INJURY TO VOLUNTEER FIREFIGHTERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to “bodily injury” or “personal injury” to any volunteer firefighters whether or not they are members of your organization, while in the course of their duties as such.

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## **FAILURE TO SUPPLY – LIMITED COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE – FAILURE TO SUPPLY LIMIT**

Failure To Supply Limit     \$100,000     Each Occurrence

#### **PROVISIONS**

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

##### **Failure To Supply**

“Bodily injury” or “property damage” arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam.

If an amount is shown for the Failure To Supply Limit in the Schedule - Failure To Supply Limit, this exclusion does not apply to such “bodily injury” or “property damage”, and a separate limit of insurance applies to such “bodily injury” or “property damage” as described in Section III - Limits Of Insurance.

If no amount is shown for the Failure To Supply Limit in the Schedule - Failure To Supply Limit, this exclusion does not apply to “bodily injury” or “property dam-

age” arising out of a failure to supply that results from the sudden and accidental damage to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

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

Subject to Paragraph 5. of Section III - Limits Of Insurance, if an amount is shown for the Failure To Supply Limit in the Schedule - Failure To Supply Limit, that limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C**; because of all “bodily injury” and “property damage” arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam to one or more persons or organizations.

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## **EXCLUSION – EMPLOYEES AND VOLUNTEER WORKERS AS INSURED FOR CERTAIN BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

1. The following replaces Paragraph **2.a.(1)(a)** of **SECTION II – WHO IS AN INSURED**:
  - (1) "Bodily injury" or "personal injury";
    - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to your elected or appointed officials, "executive officers", directors, or members of "your boards" (if you are a public entity), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
2. The following replaces Paragraph **2.a.(2)** of **SECTION II – WHO IS AN INSURED**:
  - (2) "Property damage" to property:
    - (a) Owned, occupied or used by; or
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), any of your members (if you are a limited liability company), or any of your elected or appointed officials, "executive officers", directors, or members of "your boards" (if you are a public entity).

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## **EXCLUSION – LAW ENFORCEMENT ACTIVITIES OR OPERATIONS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE – ADDITIONAL EXCLUDED LAW ENFORCEMENT ACTIVITIES OR OPERATIONS**

#### **PROVISIONS**

1. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

##### **Law Enforcement Activities Or Operations**

"Bodily injury" or "property damage" arising out of "law enforcement activities or operations".

If a Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorsement is included in this policy, this exclusion does not apply to "bodily injury" or "property damage" arising out of providing or failing to provide "described professional health care services" or "professional social services" by any "designated professional" acting within the scope of his or her duties for you as such "designated professional".

2. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE B PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

##### **Law Enforcement Activities Or Operations**

"Personal injury" or "advertising injury" arising out of "law enforcement activities or operations".

If a Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorsement is included in this policy, this exclusion does not apply to "personal injury" or "advertising injury" arising out of providing or failing to provide "described professional health care services" or "professional social services" by any "designated professional" acting within the scope of his or her duties for you as such "designated professional".

3. The following is added to the **DEFINITIONS** Section:

"Law enforcement activities or operations":

**a. Means:**

- (1) Any of the official activities or operations of your police department or sheriff agency, including any moonlighting, secondary employment or extra-duty assignment approved by such department or agency;
- (2) Any of the official activities or operations of your juvenile detention center;
- (3) Any of the official activities of your probation officers, parole officers, animal control officers or court security officers; or
- (4) Any of the official activities or operations of any person or organization shown in the Schedule - Additional Excluded Law Enforcement Activities Or Operations, if a person or organization is shown in such schedule.

**b. Includes:**

- (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations, other than a premises that is not normally used for the conduct of such activities or operations;
- (2) Ownership or operation of any of your jails, penal institutions, detention centers or similar facilities;
- (3) Providing first aid; or
- (4) Providing school security.

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## **MOBILE EQUIPMENT REDEFINED – PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

1. The following replaces Paragraph (5) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not:

(i) Subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(ii) Designated as a covered auto under your automobile liability insurance; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

2. The following replaces the definition of "auto" in the **DEFINITIONS** Section:

"Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment;

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged, or would have been subject to such compulsory or financial responsibility law, or other motor vehicle insurance law, if you were not a public entity; or

c. Any other land vehicle not described in Paragraph **a.** or **b.** above that is designated as a covered auto under your automobile liability insurance.

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

3. The following replaces the last paragraph of the definition of "mobile equipment" in the **DEFINITIONS** Section:

However, "mobile equipment" does not include any land vehicle that is:

(i) Subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged, or would have been subject to such compulsory or financial responsibility law, or other motor vehicle insurance law, if you were not a public entity;

(ii) Used solely on roads you own; or

(iii) Designated as a covered auto under your automobile liability insurance.

Land vehicles described in Paragraphs **(i)**, **(ii)** or **(iii)** above are considered "autos".



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

## **EXCLUSION – PROFESSIONAL HEALTH CARE SERVICES – PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **Professional Health Care Services**

"Bodily injury" or "property damage" arising out of providing or failing to provide "professional health care services".

This exclusion does not apply to "bodily injury" or "property damage" arising out of providing or failing to provide "professional health care services" by any of your "employees" or "volunteer workers", other than a nurse or doctor, acting within the scope of his or her duties for you as an emergency medical dispatcher or 911 operator.

Unless you are in the business or occupation of providing "professional health care services", this exclusion does not apply to "bodily injury" arising out of providing or failing to provide:

- (1) First aid by:

- (a) Any of your elected or appointed officials, "executive officers" or directors;
- (b) Any members of "your boards";
- (c) Any of your "employees" or "volunteer workers"; or
- (d) Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft to which Coverage **A** - Bodily Injury And Property Damage Liability applies;

other than a doctor, nurse, nursing assistant, physician assistant, dental hygienist or assistant, optometrist,

emergency medical technician, paramedic, coroner, physical therapist or physical therapy assistant, speech-language pathologist or speech therapy assistant, occupational therapist or occupational therapy assistant, psychologist, counselor, therapist, social worker or other health care professional; or

- (2) "Good Samaritan services" by:

- (a) Any of your elected or appointed officials, "executive officers" or directors;
- (b) Any member of "your boards";
- (c) Any of your "employees" or "volunteer workers"; or
- (d) Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft to which Coverage **A** - Bodily Injury And Property Damage Liability applies;

other than a doctor or nurse.

If a Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorsement is included in this policy, this exclusion does not apply to "bodily injury" or "property damage" arising out of providing or failing to provide "described professional health care services" by any "designated professional" acting within the scope of his or her duties for you as such "designated professional".

If a Psychological Counseling Professional Liability - Colleges And Schools endorsement is included in this policy, this exclusion does not apply to "bodily injury" or "property damage" arising out

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of providing or failing to provide "psychological counseling services".

If a School Counseling Professional Liability Coverage - Colleges And Schools endorsement is included in this policy, this exclusion does not apply to "bodily injury" or "property damage" arising out of providing or failing to provide emotional counseling service, treatment, advice or instruction as part of "school counseling services".

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:**

### **Professional Health Care Services**

"Personal and advertising injury" arising out of providing or failing to provide "professional health care services".

This exclusion does not apply to "personal injury" arising out of providing or failing to provide "professional health care services" by any of your "employees" or "volunteer workers", other than a nurse or doctor, acting within the scope of his or her duties for you as an emergency medical dispatcher or 911 operator.

If a Professional Health Care And Social Services Liability Coverage - Designated Professionals - Public Entities endorsement is included in this policy, this exclusion does not apply to "personal and advertising injury" arising out of providing or failing to provide "described professional health care services" by any "designated professional" acting within the scope of his or her duties for you as such "designated professional".

If a Psychological Counseling Professional Liability - Colleges And Schools endorsement is included in this policy, this exclusion does not apply to "personal and advertising injury" arising out of providing or failing to provide "psychological counseling services".

If a School Counseling Professional Liability Coverage - Colleges And Schools endorsement is included in this policy, this exclusion does not apply to

"personal and advertising injury" arising out of providing or failing to provide emotional counseling service, treatment, advice or instruction as part of "school counseling services".

3. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED:**

Unless you are in the business or occupation of providing "professional health care services", Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) First aid by any of your "employees" or "volunteer workers", other than a doctor, nurse, nursing assistant, physician assistant, dental hygienist or assistant, optometrist, emergency medical technician, paramedic, coroner, physical therapist or physical therapy assistant, speech-language pathologist or speech therapy assistant, occupational therapist or occupational therapy assistant, psychologist, counselor, therapist, social worker or other health care professional; or
- (b) "Good Samaritan services" by any of your "employees" or "volunteer workers", other than a doctor or nurse.

Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following is added to the **DEFINITIONS** Section:

"Professional health care services" includes:

- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;

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- b.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c.** The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;
- d.** Any health or therapeutic service, treatment, advice or instruction;
- e.** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- f.** Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; and
- g.** The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EXCLUSION - PUBLIC USE OF PRIVATE PROPERTY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**Public Use Of Private Property**

"Bodily injury" or "property damage" arising out of the taking or controlling of private property for public use or benefit, including the diminution in value of such property, by condemnation, inverse condemnation, adverse possession, dedication by adverse use or any other method or proceeding.
2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

**Public Use Of Private Property**

"Personal injury" or "advertising injury" arising out of the taking or controlling of private property for public use or benefit, including the diminution in value of such property, by condemnation, inverse condemnation, adverse possession, dedication by adverse use or any other method or proceeding.

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**AMENDMENT – POLLUTION EXCLUSION –  
INCLUDING LIMITED POLLUTION COSTS LIABILITY  
COVERAGE – PUBLIC ENTITIES OR INDIAN TRIBES**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

1. The following replaces Paragraph 1.a.(2) of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and of **SECTION I – COVERAGES – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B**, medical expenses under Coverage **C** or "limited covered pollution costs" under Coverage **D**.

2. The following replaces Paragraph (1)(a) of Exclusion **f., Pollution**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(a) At or from any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is

not and never was owned, occupied or managed by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

3. The following is added to Paragraph (1) of Exclusion **f., Pollution**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (1)(a) and (d) of this exclusion do not apply to:

(1) "Bodily injury" or "property damage" arising only out of the discharge, release or escape of any pesticide, herbicide, fungicide or fertilizer if such discharge, release or escape:

(a) Is caused by the application of, or transporting, handling or storage for the application of, such pesticide, herbicide, fungicide or fertilizer by you or on your behalf;

(b) Commences abruptly during the policy period and after the effective date of the Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes endorsement;

(c) Ends within seven consecutive days after its abrupt commencement;

(d) Becomes known to an insured listed under Paragraph 1. of Section II - Who Is An Insured, or to an "employee" authorized by you to give or receive notice of any "occurrence" or claim, and is reported to us, within 30 days after its abrupt commencement; and

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- (e) Does not arise out of any intentional violation of any governmental law, regulation or rule by you or anyone acting on your behalf; or
- (2) "Bodily injury" or "property damage" arising only out of the discharge, release or escape of any pollutant if such discharge, release or escape:
  - (a) Is caused by the use of, or transporting, handling or storage for the use of, such pollutant in the providing of, or training for the providing of, fire fighting or emergency response services by you or on your behalf;
  - (b) Commences abruptly during the policy period and after the effective date of Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes endorsement;
  - (c) Ends within seven consecutive days after its abrupt commencement;
  - (d) Becomes known to an insured listed under Paragraph 1. of Section II - Who Is An Insured, or to an "employee" authorized by you to give or receive notice of any "occurrence" or claim, and is reported to us, within 30 days after its abrupt commencement; and
  - (e) Does not arise out of any intentional violation of any governmental law, regulation or rule by you or anyone acting on your behalf.

All "bodily injury" or "property damage" described in Paragraph (1) or (2) above of this exception will be deemed to occur at the time such discharge, release or escape abruptly commences.

Paragraphs (1)(a), (b), (d) and (e) of this exclusion do not apply to "bodily injury" or "property damage" arising only out of the discharge, release or escape of chlorine, sodium hypochlorite or any other chemical at or from any premises, site or location which is owned, occupied or managed by, or rented or loaned to, you during the policy period if such discharge, release or escape:

- (1) Is caused by the use of such chemical in sewage or water, or the transporting, handling or storage of that chemical for such use, as part of sewage treatment, water purifica-

tion or swimming pool maintenance operations performed by you or on your behalf;

- (2) Commences abruptly during the policy period and after the effective date of Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes endorsement;
- (3) Ends within seven consecutive days after its abrupt commencement;
- (4) Becomes known to an insured listed under Paragraph 1. of Section II - Who Is An Insured, or to an "employee" authorized by you to give or receive notice of any "occurrence" or claim, and is reported to us, within 30 days after its abrupt commencement; and
- (5) Does not arise out of any intentional violation of any governmental law, regulation or rule by you or anyone acting on your behalf.

All "bodily injury" or "property damage" described in this exception will be deemed to occur at the time such discharge, release or escape abruptly commences.

- 4. The following replaces Paragraph (2) of Exclusion f., **Pollution**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) "Pollution costs".

- 5. The following replaces Exclusion n., **Pollution-Related**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:**

n. **Pollution Costs**

"Pollution costs".

- 6. The following is added to **SECTION I - COVERAGES:**

**COVERAGE D - LIMITED COVERED POLLUTION COSTS LIABILITY**

1. **Insuring Agreement**

- a. We will pay those sums that you become legally obligated to pay as "limited covered pollution costs" to which this insurance applies. We will have the right and duty to defend you against any "suit" seeking those "limited covered pollution costs". However, we will have no duty to defend you against any "suit" seeking "limited covered pollution



costs" to which this insurance does not apply. We may at our discretion investigate any discharge, release or escape of "pollutants" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "limited covered pollution costs" will be included within, and not in addition to, the limits of insurance that apply to Coverage **A**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B**, medical expenses under Coverage **C** or "limited covered pollution costs" under Coverage **D**.

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

- b. This insurance applies to "limited covered pollution costs" only if the "pollutants" for which the "limited covered pollution costs" are incurred also cause "bodily injury" or "property damage" that:
  - (1) Is covered under Coverage **A**; and
  - (2) Is within an exception to Exclusion **f.** of Coverage **A** that requires the discharge, release or escape of "pollutants" to:
    - (a) Commence abruptly during the policy period and after the effective date of the Amendment - Pollution Exclusion - Including Limited Pollution Costs Liability Coverage - Public Entities Or Indian Tribes endorsement;
    - (b) End within seven consecutive days after its abrupt commencement;
    - (c) Become known to an insured listed under Paragraph **1.** of Section **II - Who Is An Insured**, or to an "employee" authorized by you to give or receive notice of any "occurrence" or claim, and be reported to us, within 30 days after

its abrupt commencement; and

- (d) Not arise out of any intentional violation of any governmental law, regulation or rule by you or anyone acting on your behalf.

**2. Exclusion**

This insurance does not apply to "limited covered pollution costs" which you are obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability that you would have to pay "limited covered pollution costs" in the absence of the contract or agreement.

**7. The following is added to SECTION II - WHO IS AN INSURED:**

Paragraph **3.** is the only part of this section that applies to Section **I - Coverage D.** For the purposes of Coverage **D**, similar coverage as used in Paragraph **3.** of this section includes any pollution liability coverage.

**8. The following is added to SECTION III - LIMITS OF INSURANCE:**

For the purposes of any aggregate limit and the Each Occurrence Limit, "limited covered pollution costs" under Coverage **D** will be deemed to be damages because of "property damage" under Coverage **A**.

**9. The following is added to Paragraph 3., Legal Action Against Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

With respect to "limited covered pollution costs", no person or organization has a right under this Coverage Part:

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

With respect to "limited covered pollution costs", a person or organization may sue us to recover on an agreed settlement or on a final judgment against you, but we will not be liable for "limited covered pollution costs" that are not payable under the terms of this Coverage Part or that are



## COMMERCIAL GENERAL LIABILITY

in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by you and by the claimant or the claimant's legal representative.

**10. The following is added to Paragraph 4., Other Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If valid and collectible other insurance is available to you for a loss we cover under Coverage D of this Coverage Part, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

We will have no duty under Coverage D to defend you against any "suit" if any other insurer has a duty to defend you against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to your rights against all those other insurers.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

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

**11. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

With respect to "limited covered pollution costs", if you have agreed in a contract or agreement to waive your rights of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "limited covered pollution costs" incurred for a discharge, release or escape of "pollutants" that commences abruptly after the execution of the contract or agreement.

**12. The following replaces the definition of "suit" in the DEFINITIONS Section:**

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

- a. An arbitration proceeding in which such damages are claimed and to

which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent;
- c. An arbitration proceeding in which such "limited covered pollution costs" are claimed and to which you must submit or do submit with our consent; and
- d. Any other alternative dispute resolution proceeding in which such "limited covered pollution costs" are claimed and to which you submit with our consent.

**13. The following is added to the DEFINITIONS Section:**

"Limited covered pollution costs":

- a. Means any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or assess the effects of, "pollutants".
- b. Does not include:
  - (1) Any punitive or exemplary damages, or the portion of any multiplied damage award that exceeds the amount multiplied;
  - (2) Any statutory or administrative fine or penalty;
  - (3) Any salary of, or benefit for, any of your "employees", any of your partners or members (if you are a partnership or joint venture), any of your managers (if you are a limited liability company), any of your trustees (if you are a trust), or any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust);
  - (4) Any cost or expense for:
    - (a) The repair, replacement, enhancement, restoration or maintenance of any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to, you; or
    - (b) The prevention of injury to a person or damage to another's property;
  - (5) Any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or assess the effects of,

"pollutants", if such work or operations began while such "pollutants" are or were:

- (a) At any premises, site or location which is or was at any time owned, occupied or managed by, or rented or loaned to, you;
  - (b) On or in personal property in your care, custody or control; or
  - (c) At that particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it; or
- (6) Any cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or assess the effects of, "pollutants" on or in any of your "employees", after the actual, alleged or threatened absorption, ingestion or inhalation of such "pollutants" by any of your "employees" arising out of and in the course of:
- (a) Employment by you; or
  - (b) Performing duties related to the conduct of your business.

"Pollution costs" means any loss, cost or expense arising out of any:

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

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

## **XTEND ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |  |
|--|--|
| <p><b>A.</b> Owned Watercraft - 25 Feet Long Or Less</p> <p><b>B.</b> Who Is An Insured - Public Entities, Elected Or Appointed Officials, And Members Of Your Boards</p> <p><b>C.</b> Who Is An Insured - Employees And Volunteer Workers</p> <p><b>D.</b> Who Is An Insured - Owners, Managers Or Lessors Of Premises</p> <p><b>E.</b> Who Is An Insured - Lessors Of Leased Equipment</p> | <p><b>F.</b> Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p><b>G.</b> Knowledge And Notice Of Occurrence Or Offense</p> <p><b>H.</b> Blanket Waiver Of Subrogation</p> <p><b>I.</b> Contractual Liability - Railroads</p> <p><b>J.</b> Damage To Premises Rented To You</p> |
|--|--|

### **PROVISIONS**

#### **A. OWNED WATERCRAFT – 25 FEET LONG OR LESS**

1. The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to a watercraft you own that is:

- (a) 25 feet long or less; and
  - (b) Not being used to carry any person or property for a charge.
2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**
- Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:
- (1) 25 feet long or less; and
  - (2) Not being used to carry any person or property for a charge.

#### **B. WHO IS AN INSURED – PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS**

1. The following is added to Paragraph 1. of **SECTION II – WHO IS AN INSURED:**

If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

- a. "Bodily injury" or "personal injury":

- (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while

performing duties related to the conduct of your business;

- (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph **a.(1)** above;
- (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";
- (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph **a.(3)** above; or
- (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **a.(1)**, **(2)**, **(3)** or **(4)** above.

Unless you are in the business or occupation of providing "professional health care services", Paragraphs **a.(1)**, **(2)**, **(3)**, **(4)** and **(5)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (1) First aid by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor, nurse, nursing assistant, physician assistant, dental hygienist or assistant, optometrist, emergency medical technician, paramedic, coroner, physical therapist or physical therapy assistant, speech-language pathologist or speech therapy assistant, occupational therapist or occupational therapy assistant, psychologist, counselor, therapist, social worker or other health care professional; or
- (2) "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a doctor or nurse.

Any such elected or appointed officials, "executive officers" or directors providing or failing to provide first aid or "Good

Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for you. Any such members of "your boards" providing or failing to provide first aid or "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

**b.** "Property damage" to property:

- (1) Owned, occupied or used by;
- (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees" or "volunteer workers", or that official, "executive officer", director or member.

Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their duties for you.

**2.** The following replaces the first sentence of Paragraph **1.d.** of **SECTION II - WHO IS AN INSURED:**

An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

**3.** The following is added to the **DEFINITIONS** Section:

"Indian tribe" means a tribe, band, pueblo, village or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a.** The United States of America; or
- b.** Any state in the United States of America.

"Joint powers authority" means any organization formed by two or more public entities, or by a public entity and one or more "Indian tribes", that have agreed in a contract or agreement to jointly exercise any power common to them.

"Your boards":

- a.** Means any board, commission, or other governmental unit or department that:

- (1) Is under your jurisdiction; and
- (2) Is funded and operated as part of your total operating budget.

b. Does not include any "joint powers authority".

**C. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS**

1. The following replaces the first sentence of Paragraph 2.a. of **SECTION II – WHO IS AN INSURED:**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. The following is added to Paragraph 2.a. of **SECTION II – WHO IS AN INSURED:**

Any of your "employees" appointed at your request to serve with an outside tax-exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**D. WHO IS AN INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or
- b. Structural alterations, new construction or demolition

operations performed by or on behalf of such premises owner, manager or lessor.

**E. WHO IS AN INSURED – LESSORS OF LEASED EQUIPMENT**

The following replaces Paragraph 5. of **SECTION II – WHO IS AN INSURED:**

5. Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

**F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.



**G. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following replaces Paragraphs 2.e.(1) and 2.e.(2) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
  - (i) A lawfully elected or appointed official, executive officer or director of any public entity;
  - (ii) A partner or member of any partnership or joint venture;
  - (iii) A manager of any limited liability company;
  - (iv) An executive officer or director of any other organization; or
  - (v) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

**H. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**I. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**J. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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

## **EXCLUSION – VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS**

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

#### **Violation Of Consumer Financial Protection Laws**

"Bodily injury" or "property damage" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury" or "property damage" alleged in any claim or "suit" that also alleges any such violation.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

#### **Violation Of Consumer Financial Protection Laws**

"Personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

3. The following is added to the **DEFINITIONS** Section:

"Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment, or for the purpose of conducting a business transaction:

- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account.
- b. Information bearing on a person's credit worthiness, credit standing or credit capacity.
- c. Social security number.
- d. Drivers license number.
- e. Birth date.

"Consumer financial protection law" means:

- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
- b. California's Song-Beverly Credit Card Act and any of its amendments; or
- c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".





One Tower Square, Hartford, Connecticut 06183

**PUBLIC ENTITY MANAGEMENT LIABILITY  
COVERAGE PART DECLARATIONS**

**POLICY NO.:** ZLP-15P26539-20-PC  
**ISSUE DATE:** 05/19/20

**THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS**

**INSURING COMPANY:** THE TRAVELERS INDEMNITY COMPANY

**POLICY PERIOD:** From 07/01/20 to 07/01/21 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Public Entity Management Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

**1. COVERAGE AND LIMITS OF INSURANCE:**

<b>PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM</b>	<b>LIMITS OF INSURANCE</b>
Aggregate Limit	\$1,000,000
Each Wrongful Act Limit	\$1,000,000

**2. RETROACTIVE DATE:** 07/01/2008

**3. DEDUCTIBLE:**  
Each Wrongful Act Deductible \$10,000

**4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

SEE IL T8 01



One Tower Square, Hartford, Connecticut 06183

**PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES  
LIABILITY COVERAGE PART DECLARATIONS**

**POLICY NO.:** ZLP-15P26539-20-PC  
**ISSUE DATE:** 05/19/20

**THIS COVERAGE IS PROVIDED ON A CLAIMS-MADE BASIS  
DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN  
ADDITION TO, THE LIMITS OF INSURANCE**

**INSURING COMPANY:** THE TRAVELERS INDEMNITY COMPANY

**POLICY PERIOD:** From 07/01/20 to 07/01/21 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Public Entity Employment-Related Practices Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

**1. COVERAGE AND LIMITS OF INSURANCE:**

<b>PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM</b>	<b>LIMITS OF INSURANCE</b>
Aggregate Limit	\$2,000,000
Each Wrongful Employment Practice Offense Limit	\$1,000,000

**2. RETROACTIVE DATE:** 07/01/2008

**3. DEDUCTIBLE:**  
Each Wrongful Employment Practice Offense Deductible \$15,000

**4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

SEE IL T8 01

# PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE FORM

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

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

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

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

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

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

### SECTION I - PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE

#### 1. Insuring Agreement

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

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

We will have no other obligation or liability to pay sums or perform acts

or services unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to loss only if:

- (1) The loss is caused by a "wrongful act" committed while conducting duties by or on behalf of you or "your boards";
- (2) The "wrongful act" is committed in the "coverage territory";
- (3) The "wrongful act" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and
- (4) A claim or "suit" by a person or organization that seeks damages because of the loss is first made or brought against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI - Extended Reporting Periods.

- c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:

- (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or
- (2) When we first receive written notice from any insured of a specific "wrongful act" that caused the loss which resulted in such claim or "suit".

All claims or "suits" that seek damages because of loss caused by the same "wrongful act" or "related wrongful acts" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

- d. A claim or "suit" by a person or organization that seeks damages will

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be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful act" only if that notice contains all of the following information:

- (1) How, when and where the "wrongful act" was committed;
- (2) The names and addresses of any persons or organizations sustaining loss, and the names and addresses of any witnesses;
- (3) The nature and location of any loss caused by the "wrongful act"; and
- (4) The names and addresses of each insured that committed the "wrongful act".

Notice to us that:

- (1) All or part of one or more of any insured's acts or omissions may in the future be discovered to be a "wrongful act"; or
- (2) Any insured may in the future receive written notice of a "wrongful act", claim or "suit";

is not notice of a specific "wrongful act".

- e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.
- f. Each "wrongful act" in a series of "related wrongful acts" will be deemed to have been committed on the date the first "wrongful act" in that series is committed.

### 2. Exclusions

This insurance does not apply to:

#### a. Boards, Commissions, Or Governmental Units Or Departments

Loss arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

- (1) Airports;
- (2) Electric or gas utilities;
- (3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;
- (4) Housing authorities;
- (5) Port authorities;

(6) Schools or school districts; or

(7) Transit authorities.

#### b. Breach Of Contract

Loss arising out of a breach of contract.

This exclusion does not apply to loss arising out of the breach of a mutual aid agreement.

#### c. Claims Or Suits By Insureds Against Insureds

Loss for which a claim is made or "suit" is brought by or on behalf of any current or former insured against any current or former insured.

#### d. Complaint Or Enforcement Action

Loss arising out of any complaint, enforcement action, claim or "suit" brought by or on behalf of any federal, state or local governmental regulatory or enforcement agency against any insured.

#### e. Contractual Liability

Loss for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to loss for which the insured would have liability for damages without the contract or agreement.

#### f. Criminal, Dishonest, Fraudulent, Or Malicious Wrongful Acts Or Knowing Violations Of Rights Or Laws

Loss arising out of any criminal, dishonest, fraudulent, or malicious "wrongful act", or any knowing violation of rights or laws, committed:

(1) By the insured; or

(2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful act" or knowing violation was committed:

(1) By that insured; or

(2) With the consent or knowledge of that insured.

#### g. Debt Financing

Loss arising out of any type of debt financing issued by you or on your behalf, including bonds, debentures, guarantees of debt or notes.

**h. Employee Benefit Plans**

Loss arising out of the administration of, the conduct of any fiduciary duty for, or the performance of or failure to perform any act or obligation related to any actual or proposed:

- (1) Benefit plan or trust;
- (2) Stock option, stock subscription or stock ownership plan; or
- (3) Compensation plan;

operated by you or on your behalf for the benefit of any current, former or prospective "employee" or "independent contractor".

**i. Employment-Related Practices**

"Employment loss" to:

- (1) A person arising out of a "wrongful employment practice offense"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of loss described in Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and
- (2) Whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the loss.

**j. Injunctive Relief**

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

**k. Injury Or Damage**

"Bodily injury", "property damage", "personal injury" or "advertising injury".

**l. Insurance**

Loss arising out of the failure to obtain or maintain any type or amount of insurance, including any type of bond, self-insurance method or program, or any similar risk transfer or risk management method.

**m. Intellectual Property**

Loss arising out of any actual or alleged infringement or violation of any of the following rights or laws:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trade secret;
- (6) Trademark; or
- (7) Other intellectual property rights or laws.

**n. Investments**

Loss arising out of the purchase, sale, issuance or distribution of, or offer to purchase or sell, any debt or equity securities or other investments.

**o. Known Wrongful Acts**

Loss arising out of any "wrongful act", including any part of "related wrongful acts", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful act" at the earliest time when such "described authorized person":

- (1) Reports all, or any part, of the "wrongful act" to us or any provider of other insurance;
- (2) Receives a written or verbal demand or claim for damages because of the "wrongful act"; or
- (3) Becomes aware by any other means that all, or any part, of the "wrongful act" has been committed.

**p. Law Enforcement Activities Or Operations**

Loss arising out of "law enforcement activities or operations".

This exclusion does not apply to harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

**q. Multiplied Damages**

The portion of any multiplied damage award that exceeds the amount multiplied.

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### **r. Network And Information Security Liability**

Loss arising out of a "network and information security wrongful act".

### **s. Nuclear Energy**

Loss arising out of the "hazardous properties" of "nuclear material".

### **t. Pollution**

Loss arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

### **u. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority 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".

### **v. Professional Health Care Services**

Loss arising out of providing or failing to provide "professional health care services".

### **w. Sexual Harassment**

Loss arising out of any:

- (1) Unwelcome sexual advance;
- (2) Request for any sexual favor; or
- (3) Other verbal, visual or physical conduct of a sexual nature.

### **x. Strikes, Riots, Demonstrations Or Civil Commotions**

Loss arising out of any strike, riot, protest, demonstration, lock-out or civil commotion.

### **y. Taking Of Private Property For Public Use Or Benefit**

Loss arising out of the taking or controlling of private property for public use or benefit, including the diminution in value of such property, by condemnation, inverse condemnation, adverse possession, dedication by

adverse use or any other method or proceeding.

### **z. Taxes**

Loss arising out of the improper administration or collection of taxes, or loss that reflects any tax obligation.

### **aa. Unlawful Personal Gains**

Loss arising out of any insured's personal profit, advantage or compensation to which that insured is not legally entitled.

### **bb. Workers' Compensation And Similar Laws**

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

## **SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

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



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7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

### SECTION II – WHO IS AN INSURED

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
2. Each of the following is also an insured:
  - a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
  - b. Members of "your boards", but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".
  - c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of such insured under this Coverage Part.
3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax ex-

empt entity will be deemed to be acting within the scope of their duties for you.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

The limits of insurance will not be reduced by the payment of the applicable deductible amount.

2. The Aggregate Limit is the most we will pay for the sum of all damages for the combined total of all claims or "suits" for loss.

If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Act Limit or \$100,000.

3. Subject to Paragraph 2. above, the Each Wrongful Act Limit is the most we will pay for the sum of all damages for all claims or "suits" for loss caused by the same "wrongful act" or "related wrongful acts".

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

### SECTION IV – DEDUCTIBLE

1. The Each Wrongful Act Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

The Each Wrongful Act Deductible does not apply to payments we make under



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Supplementary Payments, other than "defense expenses".

2. The Each Wrongful Act Deductible applies to all damages and "defense expenses" for all claims or "suits" for loss caused by the same "wrongful act" or "related wrongful acts".
3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
4. The terms of this policy, including those with respect to:
  - a. Our right and duty with respect to the defense of claims or "suits"; and
  - b. Your duties in the event of a "wrongful act", claim or "suit";apply irrespective of the application of the deductible amount.
5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
  - a. "Our deductible recovery expenses"; and
  - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

### SECTION V - PUBLIC ENTITY MANAGEMENT LIABILITY CONDITIONS

#### 1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of a "wrongful act" which may result in a

claim. To the extent possible, notice should include:

- (1) How, when and where the "wrongful act" was committed;
  - (2) The names and addresses of any persons or organizations sustaining loss, and the names and addresses of any witnesses;
  - (3) The nature and location of any loss caused by the "wrongful act"; and
  - (4) The names and addresses of each insured that committed the "wrongful act".
- b. If a claim or "suit" is made or brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of loss to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
- e. The following provision applies to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured: Notice to us of such "wrongful act" must be given as soon as practicable only after the "wrongful act" is

known by you or any "described authorized person".

### 3. Legal Action Against Us

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

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

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

### 4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If any other insurance is also primary,

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we will share with all that other insurance by the method described in Paragraph **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

#### c. Method Of Sharing

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

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

### 5. Premium Computation

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

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### 6. Representations

By accepting this policy, you agree:

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

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### 7. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

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

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

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.
- b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".

- c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of loss caused by a "wrongful act" committed subsequent to the execution of the contract or agreement.

### 9. When We Do Not Renew

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

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

## SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for loss caused by a "wrongful act" committed before the end of the policy period and after the Retroactive Date.  
Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance

you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
- b. Full payment of the earned premium for this policy;
- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section VI - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

## SECTION VII - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers

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or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Advertising injury" means injury, other than "personal injury", caused by one or more of the following offenses:
    - a. Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
    - b. Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
      - (1) Appropriates a person's name, voice, photograph or likeness;
      - (2) Unreasonably places a person in a false light; or
      - (3) Discloses information about a person's private life; or
    - c. Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
  3. "Authorized user" includes your customer, supplier or supporter.
  4. "Bodily injury" means:
    - a. Physical harm, including sickness or disease, sustained by a person; or
    - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
  5. "Computer virus" means malicious code that is introduced through your web-site or "your computer or communications network". Once introduced, such code may destroy, alter, contaminate or de-



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grade the integrity, quality or performance of data of any computer application software, computer network, or computer operating system or related network.

### 6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the "wrongful act" is committed in the course of travel or transportation to, from or within the "prohibited area";

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

### 7. "Defense expenses":

- a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":
  - (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
  - (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
    - (a) Expert testimony;
    - (b) Autopsy;
    - (c) Witnesses and summonses;
    - (d) Copies of documents such as birth and death certificates and medical treatment records;
    - (e) Arbitration fees;
    - (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and
    - (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

### b. Does not include:

- (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and a.(2) above incurred while handling a claim or "suit"; or
- (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the loss, including evaluation and settlement of covered claims.

### 8. "Described authorized person" means:

- a. Any of your elected or appointed officials, "executive officers" or directors;
- b. Any member of "your boards"; or
- c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

### 9. "Discrimination" means any violation of a person's rights with respect to:

- a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;
- b. Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.

### 10. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.

### 11. "Employment loss" means:

- a. Employment-related harm to any of your current, former or prospective "employees";
- b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or
- c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.

### 12. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-

## PUBLIC ENTITY MANAGEMENT LIABILITY

laws or any other similar governing document.

13. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:
  - a. Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;
  - b. Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or
  - c. Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.
14. "Hazardous properties" includes radioactive, toxic or explosive properties.
15. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
16. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
17. "Law enforcement activities or operations":
  - a. Means any of the official activities or operations of your police department, sheriff agency or other public safety organization, other than a fire district or department, that enforces the law and protects persons or property; and
  - b. Includes:
    - (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations;
    - (2) Ownership or operation of any of your jails, penal institutions or similar facilities;
    - (3) Providing first aid at the time of an accident, crime or medical emergency;
- (4) Providing school security; and
- (5) "Moonlighting".
18. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
19. "Moonlighting" means any secondary employment, or extra-duty assignment, approved by your police department, sheriff agency or other public safety organization that enforces the law and protects persons or property.
20. "Network and information security wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:
  - a. Failure to prevent the transmission of a "computer virus".
  - b. Failure to provide any "authorized user" of your web-site or "your computer or communications network" with access to such website or such computer or communications network.
  - c. Failure to prevent unauthorized access to, or use of, electronic data containing private or confidential information of others.
21. "Nuclear material" means any of the following materials defined in the Federal Atomic Energy Act or any of its amendments:
  - a. Source material;
  - b. Special nuclear material; or
  - c. By-product material.
22. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.
23. "Personal injury" means injury, other than "advertising injury", caused by one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;



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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
  - d. Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
  - e. Oral or written publication, including publication by electronic means, of material that:
    - (1) Appropriates a person's name, voice, photograph or likeness;
    - (2) Unreasonably places a person in a false light; or
    - (3) Discloses information about a person's private life.
- 24.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 25.** "Professional health care services" includes:
- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
  - c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures;
  - d. Any health or therapeutic service, treatment, advice or instruction;
  - e. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
  - f. Any psychiatric, psychological or emotional counseling service, treatment, advice or instruction; or
  - g. The service by any person as a member of a formal accreditation, standards review, peer review or equivalent professional board or committee or member of any professional organization or committee.
- 26.** "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.
- 27.** "Property damage" means:
- a. Physical damage to tangible property of others, including all resulting loss of use of that property; or
  - b. Loss of use of tangible property of others that is not physically damaged.
- For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.
- 28.** "Related wrongful acts" means two or more "wrongful acts" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.
- 29.** "Retaliatory action" includes any action directed at any person that is in response to that person's:
- a. Exercising any legally afforded right;
  - b. Supporting in any way another person's exercise of any legally afforded right;
  - c. Participating in any strike or lockout;
  - d. Making any claim or "suit" against you or any other insured;
  - e. Testifying against you or any other insured in any legal proceeding;
  - f. Declining to perform any illegal or unethical act; or
  - g. Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.
- 30.** "Slogan" means a phrase that others use for the purpose of attracting attention in their advertising.

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- 31.** "Suit" means a civil proceeding that seeks damages. "Suit" includes:
- a.** An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
  - b.** Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent.
- 32.** "Title" means a name of a literary or artistic work.
- 33.** "Volunteer worker" means a person, other than a prisoner, who:
- a.** Is not acting within the scope of his or her employment as an "employee";
  - b.** Donates his or her work; and
  - c.** Is not paid a fee, salary or other compensation for that work.
- 34.** "Wrongful act" means any act, error or omission.
- 35.** "Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:
- a.** "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
  - b.** Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";
  - c.** "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "independent contractors";
- d.** "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";
- e.** Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
- f.** Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or
- g.** Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".
- 36.** "Your boards":
- a.** Means any board, commission, or other governmental unit or department that:
    - (1)** Is under your jurisdiction; and
    - (2)** Is funded and operated as part of your total operating budget.
  - b.** Does not include any "joint powers authority".
- 37.** "Your computer or communications network" means any computer or communications network that you rent, lease, license, or borrow from others, own or operate.

# PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM

**THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES WILL REDUCE THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

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

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

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

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

## SECTION I - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "employment loss" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages because of "employment loss" to which this insurance does not apply.

We will also have the right and duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance applies. However, we will have no duty to defend the insured against any "suit" that is a "governmental administrative proceeding" seeking injunctive relief for "employment loss" to which this insurance does not apply. For the purposes of our right and duty to defend the insured under this paragraph, a "suit" that is

a "governmental administrative proceeding" seeking injunctive relief for "employment loss" will be deemed to be a "suit" by a person or organization that seeks damages because of such "employment loss".

When we defend a claim or "suit" against an insured, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance. We may, at our discretion, investigate any "wrongful employment practice offense" or claim and settle any claim or "suit". But:

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

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

Damages include the attorneys' fees of the person or organization making a claim or bringing a "suit" if such fees are awarded, or paid in a settlement, for "employment loss" to which this insurance applies.

- b. This insurance applies to "employment loss" only if:
- (1) The "employment loss" is caused by a "wrongful employment practice offense" committed in the "coverage territory";
  - (2) The "wrongful employment practice offense" was not committed before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and
  - (3) A claim or "suit" by a person or organization that seeks damages because of the "employment

loss" is first made or brought against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI - Extended Reporting Periods.

c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:

- (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or
- (2) When we first receive written notice from any insured of a specific "wrongful employment practice offense" that caused the "employment loss" which resulted in such claim or "suit".

All claims or "suits" that seek damages because of "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

d. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "wrongful employment practice offense" only if that notice contains all of the following information:

- (1) How, when and where the "wrongful employment practice offense" was committed;
- (2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;
- (3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and
- (4) The names and addresses of each insured that committed the "wrongful employment practice offense".

Notice to us that:

- (1) All or part of one or more of any insured's acts or omissions

may in the future be discovered to be a "wrongful employment practice offense"; or

- (2) Any insured may in the future receive written notice of a "wrongful employment practice offense", claim or "suit";

is not notice of a specific "wrongful employment practice offense".

- e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.
- f. Each "wrongful employment practice offense" in a series of "related wrongful employment practice offenses" will be deemed to have been committed on the date the first "wrongful employment practice offense" in that series is committed.

## 2. Exclusions

This insurance does not apply to:

### a. Boards, Commissions, Or Governmental Units Or Departments

"Employment loss" arising out of any activities or operations of the following boards, commissions, or governmental units or departments:

- (1) Airports;
- (2) Electric or gas utilities;
- (3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;
- (4) Housing authorities;
- (5) Port authorities;
- (6) Schools or school districts; or
- (7) Transit authorities.

### b. Bodily Injury Or Property Damage

"Bodily injury" or "property damage".

### c. Breach Of Contract

"Employment loss" arising out of the breach of any written contract or agreement.

### d. Contractual Liability

"Employment loss" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to "employment loss" for which the insured would have liability for dam-

ages without the contract or agreement.

**e. Criminal, Dishonest, Fraudulent, Or Malicious Wrongful Employment Practice Offenses Or Knowing Violations Of Rights Or Laws**

"Employment loss" arising out of any criminal, dishonest, fraudulent, or malicious "wrongful employment practice offense", or any knowing violation of rights or laws, committed:

- (1) By the insured; or
- (2) With the consent or knowledge of the insured.

This exclusion does not apply to our duty to defend that insured until it has been determined or admitted in a legal proceeding that such "wrongful employment practice offense" or knowing violation was committed:

- (1) By that insured; or
- (2) With the consent or knowledge of that insured.

**f. Employment Termination Or Relocation Due To Operational Decisions**

"Employment loss" arising out of any termination of employment, "independent contractor" status or "volunteer worker" status, or any job relocation or reassignment, that is necessary because you have:

- (1) Filed for bankruptcy protection, or been placed in receivership or liquidation;
- (2) Merged with, acquired, or been acquired by another entity; or
- (3) Transferred any part of your operations to another entity.

**g. Fines Or Penalties**

Any fine or penalty imposed by law or regulation, or that any insured has agreed to pay for any reason.

This exclusion does not apply to punitive or exemplary damages.

**h. Injunctive Relief**

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

This exclusion does not apply to our duty to defend the insured against a "suit" that is a "governmental administrative proceeding".

**i. Known Wrongful Employment Practice Offenses**

"Employment loss" arising out of any "wrongful employment practice offense", including any part of "related wrongful employment practice offenses", that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar coverage to you.

A "described authorized person" will be deemed to know about a "wrongful employment practice offense" at the earliest time when such "described authorized person":

- (1) Reports all, or any part, of the "wrongful employment practice offense" to us or any provider of other insurance;
- (2) Receives a written or verbal demand or claim for damages because of the "wrongful employment practice offense"; or
- (3) Becomes aware by any other means that all, or any part, of the "wrongful employment practice offense" has been committed.

**j. Multiplied Damages**

The portion of any multiplied damage award that exceeds the amount multiplied.

**k. Other Employment Laws**

"Employment loss" arising out of any violation of any of the duties or responsibilities required of you as an employer by the following laws, amendments to those laws, rules or regulations:

- (1) Fair Labor Standards Act, except the Equal Pay Act;
- (2) National Labor Relations Act;
- (3) Worker Adjustment and Retraining Notification Act;
- (4) Consolidated Omnibus Budget Reconciliation Act of 1985;
- (5) Occupational Safety and Health Act; or
- (6) Employee Retirement Income Security Act of 1974.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" against any of your "employees" for the "employee's" exercising of rights afforded by such laws.



## **I. Strikes Or Lockouts**

"Employment loss" to any of your "employees":

- (1) On strike or locked out; or
- (2) Temporarily or permanently replaced;

due to any labor dispute, including breach of a collective bargaining agreement.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" taken in response to any of your "employees" for participating in any strike or lockout.

## **m. Workers' Compensation And Similar Laws**

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

## **SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any claim or "suit" against an insured we are defending:

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

not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

## **SECTION II - WHO IS AN INSURED**

1. If you are designated in the Common Policy Declarations as a public entity, you are an insured. "Your boards" are also insureds. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors.
2. Each of the following is also an insured:
  - a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
  - b. Members of "your boards", but only for the conduct of their duties for you or for "your boards". "Employees" of "your boards" are also insureds, but only for work done within the scope of their employment by "your boards", or their performance of duties related to the conduct of the operations of "your boards".
  - c. Any legal representative of an insured that has died, or become mentally incompetent, insolvent or bankrupt, but only with respect to duties as such. That representative will have all the rights and duties of



such insured under this Coverage Part.

3. Any of your lawfully elected or appointed officials, "executive officers", directors or "employees", or any members of "your boards", appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

The limits of insurance will not be reduced by the payment of the applicable deductible amount.

2. The Aggregate Limit is the most we will pay for the sum of all damages and "defense expenses" for the combined total of all claims or "suits" for "employment loss".

If no amount is shown for the Aggregate Limit in the Declarations of this Coverage Part, the Aggregate Limit will be the higher of the Each Wrongful Employment Practice Offense Limit or \$100,000.

3. Subject to Paragraph 2. above, the Each Wrongful Employment Practice Offense Limit is the most we will pay for the sum of all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".

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

### SECTION IV - DEDUCTIBLE

1. The Each Wrongful Employment Practice Offense Deductible shown in the Declarations of this Coverage Part and the rules below fix the amount of damages

and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

The Each Wrongful Employment Practice Offense Deductible does not apply to payments we make under Supplementary Payments.

2. The Each Wrongful Employment Practice Offense Deductible applies to all damages and "defense expenses" for all claims or "suits" for "employment loss" caused by the same "wrongful employment practice offense" or "related wrongful employment practice offenses".

3. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.

4. The terms of this policy, including those with respect to:

- a. Our right and duty with respect to the defense of claims or "suits"; and
- b. Your duties in the event of a "wrongful employment practice offense", claim or "suit";

apply irrespective of the application of the deductible amount.

5. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.

6. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.

7. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:

- a. "Our deductible recovery expenses"; and
- b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

## **SECTION V – PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY CONDITIONS**

### **1. Bankruptcy**

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

### **2. Duties In The Event Of A Wrongful Employment Practice Offense, Claim Or Suit**

**a.** You must see to it that we are notified as soon as practicable of a "wrongful employment practice offense" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "wrongful employment practice offense" was committed;
- (2) The names and addresses of any persons or organizations sustaining "employment loss", and the names and addresses of any witnesses;
- (3) The nature and location of any "employment loss" caused by the "wrongful employment practice offense"; and
- (4) The names and addresses of each insured that committed the "wrongful employment practice offense".

**b.** If a claim or "suit" is made or brought against any insured, you must:

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

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

**c.** You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right

against any person or organization which may be liable to the insured because of "employment loss" to which this insurance may also apply.

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

**e.** The following provision applies to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

Notice to us of such "wrongful employment practice offense" must be given as soon as practicable only after the "wrongful employment practice offense" is known by you or any "described authorized person".

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

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

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

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

### **4. Other Insurance**

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group;

- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**a. Primary Insurance**

This insurance is primary except when Paragraph **b.** below applies. If any other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to "your boards", members of "your boards" or "employees" of "your boards".

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any provider of other insurance has a duty to defend the insured against that claim or "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this

approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

**5. Premium Computation**

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

**6. Representations**

By accepting this policy, you agree:

- a. The statements and representations made in your application for employment practices liability insurance, and in all materials submitted in connection with it, are accurate and complete;
- b. The statements in the Declarations are accurate and complete;
- c. Those statements are based upon representations you made to us; and
- d. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**7. Separation Of Insureds**

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured shown in the Common Policy Declarations, this insurance applies:

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

**8. Transfer Of Control Of Defense**

Before the available limit of insurance is used up, you may take over control of the defense, including the appeal, of

any outstanding claim or "suit" previously reported to us if:

- a. We and you agree; or
- b. A court orders you to do so.

If the available limit of insurance is used up, we will notify you as soon as practicable of all outstanding claims or "suits", so you can arrange to take over control of their defense.

We agree to take whatever steps are necessary during a transfer of control of defense of an outstanding claim or "suit" to continue that defense and avoid a default judgment during such transfer. When we take such steps, you agree that we do not waive or give up any of our rights. You also agree to repay the reasonable expenses we incur for such steps taken after the available limit of insurance is used up.

#### **9. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.
- b. Then, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".
- c. Finally, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its amount recovered to the total amounts recovered by

all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "employment loss" caused by a "wrongful employment practice offense" committed subsequent to the execution of the contract or agreement.

#### **10. When We Do Not Renew**

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

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

#### **11. Endorsements Applicable To Employment-Related Practices Liability Coverage Part**

Any endorsement to this policy that states that it modifies insurance provided under the Employment-Related Practices Liability Coverage Part will be deemed to modify the insurance provided under this Coverage Part.

### **SECTION VI – EXTENDED REPORTING PERIODS**

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed, or replaced or renewed by us with insurance that applies on other than a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for "employment loss" caused by a "wrongful employment practice offense" committed before the end of the policy period and after the Retroactive Date.  
Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.



4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of 12 months is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
- b. Full payment of the earned premium for this policy;
- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates. The additional premium will not exceed 75% of the annual premium for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section VI - Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period does not reinstate or increase the limits of insurance.

## SECTION VII - DEFINITIONS

1. "Bodily injury" means:
  - a. Physical harm, including sickness or disease, sustained by a person; or
  - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
2. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the "employment loss" is caused by a "wrongful employment practice offense" committed in the course of travel or transportation to, from or within the "prohibited area";

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

### 3. "Defense expenses":

- a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":
  - (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
  - (2) Court, alternative dispute resolution and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
    - (a) Expert testimony;
    - (b) Autopsy;
    - (c) Witnesses and summonses;
    - (d) Copies of documents such as birth and death certificates and medical treatment records;
    - (e) Arbitration fees;
    - (f) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and
    - (g) Fees or costs for loss prevention and engineering personnel for services which are conducted as part of handling of a claim or "suit".

### b. Does not include:

- (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and

- a.(2) above incurred while handling a claim or "suit"; or
- (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause or extent of, or responsibility for, the "employment loss", including evaluation and settlement of covered claims.
4. "Described authorized person" means:
    - a. Any of your elected or appointed officials, "executive officers" or directors;
    - b. Any member of "your boards"; or
    - c. Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.
  5. "Discrimination" means any violation of a person's rights with respect to:
    - a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;
    - b. Any other class or characteristic afforded rights under any federal, state, or local law, rule, or regulation.
  6. "Employee" includes a "leased worker". "Employee" does not include a prisoner employed by any insured.
  7. "Employment loss" means:
    - a. Employment-related harm to any of your current, former or prospective "employees";
    - b. Harm to any of your current, former or prospective "volunteer workers" in connection with their "volunteer worker" status; or
    - c. Harm to any of your current or former "independent contractors" in connection with their "independent contractor" status.
  8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
  9. "Governmental administrative proceeding" means any administrative proceeding or hearing conducted by a governmental agency having the proper legal authority to conduct such proceeding or hearing.
  10. "Harassment" means any unwelcome sexual advance, request for any sexual favor, or other verbal, visual or physical conduct of a sexual or non-sexual nature, when such conduct:
    - a. Is connected to a decision affecting a person's job performance for you or a person's performance of duties related to the conduct of your business;
    - b. Interferes with a person's job performance for you or a person's performance of duties related to the conduct of your business; or
    - c. Creates an intimidating, hostile, or offensive working environment affecting a person's job performance for you or a person's performance of duties related to the conduct of your business.
  11. "Independent contractor" means any person who is not the insured's "employee" or "volunteer worker", but who performs duties related to the conduct of the insured's business because of a contract or agreement between the insured and that person for specified services.
  12. "Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.
  13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business.
  14. "Our deductible recovery expenses" means all fees, costs and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.
  15. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
  16. "Prohibited area" means any country or jurisdiction while any trade sanction, embargo or similar regulation imposed by the United States of America applies



to and prohibits the transaction of business with or within such country or jurisdiction.

**17. "Property damage" means:**

- a.** Physical damage to tangible property of others, including all resulting loss of use of that property; or
- b.** Loss of use of tangible property of others that is not physically damaged.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

**18. "Related wrongful employment practice offenses" means two or more "wrongful employment practice offenses" that have as a common connection, tie or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions or causes.**

**19. "Retaliatory action" includes any action directed at any person that is in response to that person's:**

- a.** Exercising any legally afforded right;
- b.** Supporting in any way another person's exercise of any legally afforded right;
- c.** Participating in any strike or lockout;
- d.** Making any claim or "suit" against you or any other insured;
- e.** Testifying against you or any other insured in any legal proceeding;
- f.** Declining to perform any illegal or unethical act; or
- g.** Threatened or actual reporting of any illegal operations or activities actually or allegedly conducted within your business.

**20. "Suit" means:**

- a.** A civil proceeding that seeks damages, including:
  - (1)** An arbitration proceeding that seeks damages and to which the insured must submit or submits with our consent; and
  - (2)** Any other alternative dispute resolution proceeding that seeks damages and to which the insured submits with our consent; and

- b.** Any "governmental administrative proceeding".

**21. "Volunteer worker" means a person, other than a prisoner, who:**

- a.** Is not acting within the scope of his or her employment as an "employee";
- b.** Donates his or her work; and
- c.** Is not paid a fee, salary or other compensation for that work.

**22. "Wrongful employment practice offense" means any of the following offenses committed by or on behalf of an insured in the conduct of your business:**

- a.** "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
- b.** Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers";
- c.** "Harassment" of any of your current, former or prospective "employees" or "volunteer workers", or current or former "independent contractors";
- d.** "Retaliatory action" against any or your current, former or prospective "employees" or "volunteer workers";
- e.** Wrongful, excessive, or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
- f.** Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former or prospective "employees" or "volunteer workers"; or
- g.** Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former or prospective "employees" or "volunteer workers".

**23. "Your boards":**

- a.** Means any board, commission, or other governmental unit or department that:
  - (1)** Is under your jurisdiction; and
  - (2)** Is funded and operated as part of your total operating budget.
- b.** Does not include any "joint powers authority".

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

## **AMENDMENT OF NETWORK AND INFORMATION SECURITY WRONGFUL ACT DEFINITION**

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

1. The following replaces the definition of "network and information security wrongful act" in the **DEFINITIONS** Section:  
"Network and information security wrongful act" means any of the following committed by or on behalf of an insured in the conduct of your business:
  - a. Failure to prevent the transmission of a "computer virus".
  - b. Failure to provide any "authorized user" of your web-site or "your computer or communications network" with access to such web-site or such computer or communications network.
  - c. Failure to prevent unauthorized access to, or use of, data containing private or confidential information of others.
  - d. Failure to provide notification of any actual or potential unauthorized access to, or use of, data containing private or confidential information of others as required by any "security breach notification law" that applies to you.
2. The following replaces the definition of "your computer or communications network" in the **DEFINITIONS** Section:  
"Your computer or communications network" means any computer or communications network that you:
  - a. Rent, lease, license or borrow from others; or
  - b. Own or operate.
3. The following is added to the **DEFINITIONS** Section:  
"Security breach notification law" means any law or regulation that requires an organization to notify persons that their nonpublic personal information was or may have been accessed or acquired without their authorization.

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

## **EXCLUSION – OTHER EMPLOYMENT LAWS**

This endorsement modifies insurance provided under the following:

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

The following replaces Exclusion **k., Other Employment Laws**, in Paragraph 2. of **SECTION I – PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE**:

### **k. Other Employment Laws**

"Employment loss" arising out of any violation of any of the duties or responsibilities required of you as an employer by any of the following laws, amendments to those laws, regulations issued pursuant to such laws, or any similar or related federal, state or local law or regulation:

- (1) Fair Labor Standards Act, except the Equal Pay Act;
- (2) National Labor Relations Act;

- (3) Worker Adjustment and Retraining Notification Act;
- (4) Consolidated Omnibus Budget Reconciliation Act of 1985;
- (5) Occupational Safety and Health Act; or
- (6) Employee Retirement Income Security Act of 1974.

This exclusion does not apply to "employment loss" that arises out of "retaliatory action" against any of your "employees" for the "employee's" exercising of rights afforded by such laws or regulations.

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

# **AMENDMENT OF LAW ENFORCEMENT ACTIVITIES OR OPERATIONS DEFINITION**

This endorsement modifies insurance provided under the following:

**PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART**

## **SCHEDULE – ADDITIONAL EXCLUDED LAW ENFORCEMENT ACTIVITIES OR OPERATIONS**

### **PROVISIONS**

The following replaces the definition of "law enforcement activities or operations" in the **DEFINITIONS** Section:

"Law enforcement activities or operations":

**a. Means:**

- (1) Any of the official activities or operations of your police department or sheriff agency, including any moonlighting, secondary employment or extra-duty assignment approved by such department or agency;
- (2) Any of the official activities or operations of your juvenile detention center;
- (3) Any of the official activities of your probation officers, parole officers, animal control officers or court security officers; or

- (4) Any of the official activities or operations of any person or organization shown in the Schedule - Additional Excluded Law Enforcement Activities Or Operations, if a person or organization is shown in such schedule.

**b. Includes:**

- (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations;
- (2) Ownership or operation of any of your jails, penal institutions, detention centers or similar facilities;
- (3) Providing first aid; or
- (4) Providing school security.

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

# **WORKPLACE VIOLENCE EXPENSES COVERAGE**

This endorsement modifies insurance provided under the following:

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

## **SCHEDULE OF WORKPLACE VIOLENCE EXPENSES AND ADDITIONAL EXCLUDED LAW ENFORCEMENT ACTIVITIES OR OPERATIONS**

<b>Workplace Violence Expenses Limit</b>	<b>\$250,000</b>	<b>[Up to \$250,000]</b>
<b>Additional Excluded Law Enforcement Activities Or Operations</b>		

### **PROVISIONS**

1. The following is added to **SECTION I - PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE:**

#### **WORKPLACE VIOLENCE EXPENSES COVERAGE**

##### **1. Insuring Agreement**

a. We will reimburse you for your "workplace violence expenses" that are directly attributable to a "workplace violence event":

- (1) First commencing during the policy period; and
- (2) Reported to us as soon as practicable after you or any "described authorized person" becomes aware such "workplace violence event" has occurred, but in no event later than 90 days after the end of the policy period.

b. The amount we will pay for your "workplace violence expenses" is limited as described in Section III - Limits Of Insurance.

##### **2. Exclusions**

This insurance does not apply to:

##### **a. Boards, Commissions, Or Governmental Units Or Departments**

"Workplace violence expenses" arising out of the activities or operations of the following boards, commissions, or governmental units or departments:

- (1) Airports;
- (2) Electric or gas utilities;

- (3) Health care facilities, including clinics, hospitals, nursing homes, rehabilitation facilities or blood banks;
- (4) Housing authorities;
- (5) Port authorities;
- (6) Schools or school districts; or
- (7) Transit authorities.

If an Amendment Of Coverage - Designated Boards, Commissions, Or Governmental Units Or Departments endorsement is included in this Coverage Part, this exclusion does not apply to "workplace violence expenses" arising out of the activities or operations of any board, commission, or governmental unit or department shown in the Schedule Of Designated Boards, Commissions, Or Governmental Units Or Departments.

##### **Law Enforcement Activities Or Operations**

"Workplace violence expenses" arising out of "law enforcement activities or operations".

##### **War**

"Workplace violence expenses" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign

or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. The following is added to the **SUPPLEMENTARY PAYMENTS** Section:

We will not pay any Supplementary Payments with respect to payments we make under **Workplace Violence Expenses Coverage**.

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

The Workplace Violence Expenses Limit shown in the Schedule Of Workplace Violence Expenses And Additional Excluded Law Enforcement Activities Or Operations is the most we will pay for the sum of all "workplace violence expenses" that you incur as a result of all "workplace violence events".

The Workplace Violence Expenses Limit shown in the Schedule Of Workplace Violence Expenses And Additional Excluded Law Enforcement Activities Or Operations is in addition to, and not included within, the Limits Of Insurance shown in the Declarations of this Coverage Part.

4. **SECTION IV – DEDUCTIBLE** or the **SELF-INSURED RETENTIONS – PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE** Section, whichever applies, is deleted, but only for purposes of **Workplace Violence Expenses Coverage**.

5. The following replaces Paragraph 2., **Duties In The Event Of A Wrongful Employment Practice Offense, Claim Or Suit**, of **SECTION V – PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY CONDITIONS**, but only for purposes of insurance provided under **Workplace Violence Expenses Coverage**:

**2. Duties In The Event Of A Workplace Violence Event**

- a. You must see to it that we are notified in writing as soon as practicable of a "workplace violence event" that may result in "workplace violence expenses" covered by this insurance. To the extent possible, notice should include:

- (1) How, when and where the "workplace violence event" took place; and

- (2) The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses.

- b. In the event that you incur "workplace violence expenses" because of a "workplace violence event", a "described authorized person" must promptly send us a signed, sworn statement that contains an accounting of the "workplace violence expenses" and includes:

- (1) The nature of the "workplace violence expenses" incurred by you;

- (2) How, when and where such "workplace violence expenses" were incurred by you; and

- (3) Receipts for all "workplace violence expenses" incurred by you.

- c. We may inspect and obtain records and other information proving the "workplace violence expenses". You must provide the information we request to investigate the claim. You must do this within 60 days after our request.

- d. You must cooperate with us in the investigation of any "workplace violence event" or the investigation or settlement of any claim for "workplace violence expenses".

- e. You must assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION V – PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY CONDITIONS**, but only for purposes of insurance provided under **Workplace Violence Expenses Coverage**:

This insurance is also excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured for expenses we cover under **Workplace Violence Expenses Coverage**.



7. The following is added to the **DEFINITIONS** Section, but only for purposes of insurance provided under **Workplace Violence Expenses Coverage**:

"Law enforcement activities or operations":

**a. Means:**

- (1) Any of the official activities or operations of your police department or sheriff agency, including any moonlighting, second-workday employment or extra-duty assignment approved by such department or agency;
- (2) Any of the official activities or operations of your juvenile detention center;
- (3) Any of the official activities of your probation officers, parole officers, animal control officers or court security officers; or
- (4) Any of the official activities or operations of any person or organization shown in the Schedule Of Workplace Violence Expenses And Additional Excluded Law Enforcement Activities Or Operations, if a person or organization is shown in such schedule.

**b. Includes:**

- (1) Ownership, maintenance or use of a premises that you own, rent or borrow in order to conduct such activities or operations;
- (2) Ownership or operation of any of your jails, penal institutions, detention centers or similar facilities;
- (3) Providing first aid; or
- (4) Providing school security.

"Premises" means the buildings, facilities or properties occupied by you in conducting your business.

"Workplace violence event" means any intentional:

- a. Use of deadly force; or
- b. Threat of deadly force with the display of a lethal weapon;

which occurs on or in the "premises" and which did or could result in "bodily injury" or death to an insured.

"Workplace violence expenses" means the reasonable fees, costs or expenses you incur for:

- a. The services of an independent security consultant for 90 days following a "workplace violence event";
- b. The services of an independent public relations consultant for 90 days following a "workplace violence event";
- c. Counseling services provided to an employee by an independent consultant on the "premises" for up to 120 days following a "workplace violence event";
- d. The services of any independent security guard and other reasonable costs to secure the "premises" for up to 15 days following a "workplace violence event"; or
- e. The services of an independent private forensic analyst for 120 days following "workplace violence event".

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

## **AMENDMENT OF JOINT POWERS AUTHORITY DEFINITION**

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

### **PROVISIONS**

1. The following is added to the definition of "joint powers authority" in the **DEFINITIONS** Section:

"Joint powers authority" also means any organization formed by a public entity and one or more "Indian tribes" that have agreed in a contract or agreement to jointly exercise any power common to them.

2. The following is added to the **DEFINITIONS** Section:

"Indian tribes" means a tribe, band, pueblo, village, or community of American Indians, or Alaska Natives, that has been recognized as an Indian tribe by the government of:

- a. The United States of America; or
- b. Any state in the United States of America.

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

## **KENTUCKY MANDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

LAW ENFORCEMENT LIABILITY COVERAGE PART  
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART

### **PROVISIONS**

1. The following replaces Paragraph 2. of the **Cancellation** Common Policy Condition:

#### **2. Cancellation Of Policies In Effect**

##### **a. For 60 Days Or Less**

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

##### **b. For More Than 60 Days**

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

- (1) Nonpayment of premium;
- (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
- (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (6) We are unable to reinsure the risk covered by the policy; or

(7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.

c. If we cancel this policy based on paragraph b. above, we will mail or deliver a written notice of cancellation to the first Named Insured, stating the reason for cancellation, at least:

- (1) 14 days before the effective date of the cancellation, if cancellation is for nonpayment of premium; or
- (2) 75 days before the effective date of the cancellation, if cancellation is for any reason stated in b.(2) through b.(7) above.

2. The following condition is added and supersedes any other provision to the contrary:

#### **When We Do Not Renew**

1. For the purpose of this Condition:

- a. Any policy period or term of less than 6 months shall be considered to be a policy period or term of 6 months; and
- b. Any policy period or term of more than 1 year or any policy with no fixed expiration date shall be considered a policy period or term of 1 year.

2. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, at the last mailing address known to us, at least 75 days before the expiration date of the policy period.

3. If notice of nonrenewal is not provided pursuant to this Condition, coverage under the same terms and conditions shall be deemed to be renewed for the ensuing policy period upon payment of the appropriate premium until you have accepted replacement coverage with

another insurer, or until you have agreed to the nonrenewal.

4. If we mail or deliver a renewal notice to the first Named Insured at least 30 days before the end of the policy period, stating the renewal premium and its due date, the policy will terminate without further notice unless the renewal premium is received by us or our authorized agent by the due date.
5. If this policy terminates because the renewal premium has not been received by the due date, we will, within 15 days, mail or deliver to the first Named Insured at its last known address a notice that the policy was not renewed and the date it was terminated.
6. If notice is mailed, proof of mailing is sufficient proof of notice.

**POLICY INFORMATION**



**THIS IS NOT A BILL.**

**YOUR POLICY IS DIRECTLY BILLED. IF THIS IS A POLICY CHANGE, THE ADDITIONAL OR RETURN PREMIUM WILL BE SHOWN ON FUTURE INSTALLMENT BILLINGS. IF ALL INSTALLMENTS HAVE BEEN BILLED, THE PREMIUM CHANGE WILL BE BILLED OR CREDITED PROMPTLY. A BILL WILL BE SENT TO:**

Insured

**Company:** The Travelers Indemnity Company

**I** Madison County Utilities District  
**N**  
**S**  
**U**  
**R** P.O Box 670  
**E**  
**D** Richmond KY 40476

**Policy Inception/Effective Date:** 07/01/20  
**Policy Number:**  
ZLP-15P26539-20-PC  
**Agency Number:** 1602075  
  
**Transaction Type:**  
Renewal of Policy  
**Transaction Number:** 001  
**Processing Date:** 05/14/20 12:33

**A**  
**G** CENTRAL INS SERVICES  
**E** 2400 HARRODSBURG RD  
**N**  
**T** LEXINGTON KY 40503

Policy Number	Description	Amount	Surtax/Surcharge
15P26539	General Liability/Professional Liability	\$12,880.00	
15P26539	KY Premium Tax Surcharge		\$232.00

The premium shown does not include a premium payment plan service charge. If you selected a premium payment plan your payment schedule/bill will show this charge.

This policy is on a Two Pay payment plan. A payment schedule/bill will follow shortly.

	Premium	Comm. Rate	Surtax/Surcharge
GL	\$8,474.00	10.0%	
GL		.0%	\$153.00
EBL	\$192.00	10.0%	
EBL		.0%	\$3.00
EPL	\$3,054.00	10.0%	
EPL		.0%	\$55.00
PEML	\$1,160.00	10.0%	
PEML		.0%	\$21.00

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